

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BID #L26401  
ORDINANCE # 2018-473  
CONTRACT # 4600014808

**AGREEMENT FOR VEHICLE LEASING SERVICES**

**ARTICLE 1. PARTIES**

**THIS AGREEMENT FOR VEHICLE LEASING SERVICES** ("Agreement") is made on the date countersigned by the City Controller between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule city of the State of Texas principally situated in Harris County and EAN HOLDINGS, LLC, a Texas Limited Liability Corporation doing business in Texas.

1.01 **ADDRESS:**

1.01.1 The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

**City**

Director or Designee  
Houston Police Department  
City of Houston  
P. O. Box 1562  
Houston, Texas 77251

**Contractor**

EAN Holdings, LLC  
21503 Spring Plaza Dr.  
Spring, TX 77388

Attention: Karl Koch

1.02 **TABLE OF CONTENTS**

1.02.1 The Parties agree as follows:

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**1.03 PARTS INCORPORATED**

1.03.1 The above-described sections and exhibits are incorporated into this Agreement.

**1.04 CONTROLLING PARTS**

1.04.1 If a conflict between the sections or exhibits arises, the sections control over the exhibits.


**1.05 DEFINITIONS**

1.05.1 Certain terms used in this Agreement are defined in Exhibit "A".


1.06 **SIGNATURES**

1.06.1 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

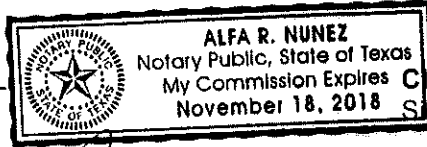
**ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):**

  
Name: Alfa Nunez  
Title: Executive Assistant

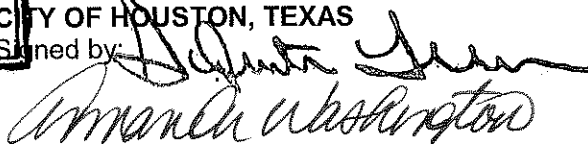
**CONTRACTOR:  
EAN HOLDINGS, LLC**

By:   
Name: Karl Koch  
Title: Vice President / General Manager  
Federal Tax ID Number: 43-0724835

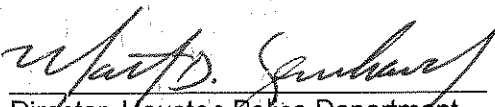
**ATTEST/SEAL**



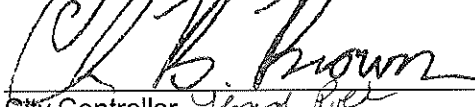
  
City Secretary

**CITY OF HOUSTON, TEXAS**  
Signed by:   
Mayor

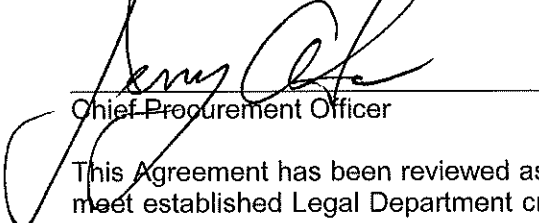
**APPROVED:**

  
Director, Houston Police Department  
ACTING CHIEF OF POLICE

**COUNTERSIGNED BY:**

  
City Controller Gerald P. Brown

**APPROVED:**

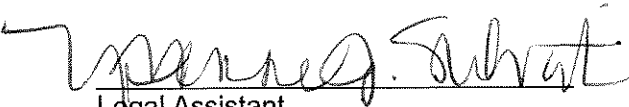
  
Chief Procurement Officer


**COUNTERSIGNATURE DATE:**

6-21-18

This Agreement has been reviewed as to form by the undersigned and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

**APPROVED AS TO FORM:**

  
Legal Assistant  
Date: 5-31-18

  
Assistant City Attorney  
L.D. File No. 0341800085001

## ARTICLE 2. DUTIES OF CONTRACTOR

### 2.01 SCOPE OF SERVICES

2.01.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B".

### 2.02 COORDINATE PERFORMANCE

2.02.1 Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

### 2.03 TIME EXTENSIONS

2.03.1 If Contractor requests an extension of time to complete its performance, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed ninety (90) days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

### 2.04. REPORTS

2.04.1 Contractor shall submit all reports and progress updates required by the Director or CPO.

### 2.05 PAYMENT OF SUBCONTRACTORS

2.05.1 In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment by, through or under Contractor in the performance of this Agreement.

2.05.2 CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.

2.05.3 Failure of Contractor to pay its employees as required by law shall constitute a default under this Agreement, for which Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

### 2.06 RELEASE

2.06.1 CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR

**CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**

**2.07 INDEMNIFICATION**

**2.07.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

**2.07.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

**2.07.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

**2.07.1.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

**2.07.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**2.08 SUBCONTRACTOR'S INDEMNITY**

**2.08.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.**

**2.09 INDEMNIFICATION PROCEDURES**

**2.09.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:**

**2.09.1.1 A description of the indemnification event in reasonable detail,**

2.09.1.2 The basis on which indemnification may be due, and

2.09.1.3 The anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

**2.09.2 Defense of Claims**

2.09.2.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.09.2.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**2.10 INSURANCE**

2.10.1 **Risks and Limits of Liability.** Contractor shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"><li>• Bodily Injury by Accident \$500,000 (each accident)</li><li>• Bodily Injury by Disease \$500,000 (policy limit)</li><li>• Bodily Injury by Disease \$500,000 (each employee)</li></ul>
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
Professional Liability (if	\$1,000,000 per occurrence; \$2,000,000 aggregate

applicable)	
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000
<b>Aggregate Limits are per 12-month policy period unless otherwise indicated.</b>	

- 2.10.2 **Insurance Coverage.** At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.
- 2.10.3 **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.
- 2.10.4 **Required Coverage.** The City shall be an Additional Insured under this Agreement, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Contract provisions. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Contract. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for 1) Additional Insured



coverage in favor of the City for Commercial General Liability and Automobile Liability policies, and 2) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.

2.10.5 **Notice.** **CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

2.10.6 **Other Insurance.** If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

## 2.11 WARRANTIES

2.11.1 Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

2.11.2 With respect to any parts and goods it furnishes, Contractor warrants:

2.11.2.1 That all items are free of defects in title, design, material, and workmanship;

2.11.2.2 That each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed;

2.11.2.3 That each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new); and

2.11.2.4 That no item or its use infringes any patent, copyright, or proprietary right.

## 2.12 CONFIDENTIALITY

2.12.1 Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

2.13. **USE OF WORK PRODUCTS**

2.13.1 The City may use all Documents that Contractor prepares or obtains under this Agreement. In addition, the Contractor shall provide the Director with supporting schedules, flow charts or other analysis necessary to understand the reported findings and recommendations. Generally, this information is attached as exhibits to the final report; however, if requested by the Director, Contractor shall provide this information from its work paper files.

2.13.2 Contractor warrants that it owns the copyright to the Documents.

2.13.3 Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

2.14 **LICENSES AND PERMITS**

2.14.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation for the performance under this Agreement. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against its license.

2.15 **COMPLIANCE WITH LAWS**

2.15.1 Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.

2.16 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE**

2.16.1 Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in in Section 15-17 of the Code of Ordinances.

2.17 **MWBE COMPLIANCE**

2.17.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 7% of the value of this Agreement to MWSBES. Contractors are encouraged to provide meaningful participation to each subcontractor to the fullest extent of its capacity. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.

2.17.2 Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

[Name of MWBE subcontractor] shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the

Legal Dept. Rev. 10-25-2017

express written consent of the City of Houston's Office of Business Opportunity Director ("the Director").

[Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

Within five business days of execution of this subcontract, Contractor and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

## 2.18. **DRUG ABUSE DETECTION AND DETERRENCE**

- 2.18.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 2.18.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 2.18.2.1 a copy of its drug-free workplace policy,
  - 2.18.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C," together with a written designation of all safety impact positions and,
  - 2.18.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D".
- 2.18.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "E". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to

run on the date the City issues its Notice to Proceed or, if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

2.18.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

2.18.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

2.19 **CONFLICTS OF INTEREST**

2.19.1 If an actual or potential conflict arises between the City's interests and the interests of other client(s) Contractor represents, Contractor shall immediately notify the Director in writing. The City Controller shall issue a letter of consent or non-consent to Contractor's representation, potential or otherwise, of the other client(s) within 10 business days after receipt of Contractor's notice. If the City Controller issues a non-consent letter, Contractor shall immediately terminate its representation, potential or otherwise, of the other client(s) whose interests are or may be in conflict with those of the City.

2.20. **PAY OR PLAY**

2.20.1 The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

2.21. **CONTRACTOR'S PERFORMANCE**

2.21.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards

2.22. **ADDITIONS AND DELETIONS**

2.22.1 Additional Products and Services. Subject to the allocation of funds, the Director or CPO may add similar equipment, supplies, services or locations, within the scope of this Agreement, to the list of equipment, supplies, services or locations to be performed or provided by giving written notification to Contractor. For purposes of this Section, the "Effective Date" means the date specified in the notification from the Director or CPO. As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date. In the event the additional equipment, supplies, services or locations are not identical to the items(s) already under this Agreement, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, services or locations classified in the Fees and Costs (Exhibit "F").

2.22.2 Exclusion of Products and Services. If a deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the Director or CPO may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded deliverable or service from the sum(s) otherwise due under this Agreement.

2.22.3 The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

2.22.3.1 The additions are exempt from the competitive bidding or proposal requirements, set forth in Tex. Local Govt. Code Chapter 252; or

2.22.3.2 The City acquires the additions from Contractor through a competitive bid or competitive proposal.

2.23. **CHANGES**

2.23.1 At any time during the Agreement Term, the Director or CPO may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

2.23.2 The CPO or Director will issue the Change Order in substantially the following form:

<b><u>CHANGE ORDER</u></b>	
TO:	[Name of Contractor]
FROM:	City of Houston, Texas (the "City")
DATE:	[Date of Notice]
SUBJECT:	Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]
Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:	
[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]	
Signed:	[Signature of CPO or Director]

2.23.3 The CPO or Director may issue more than one Change Order, subject to the following limitations:

2.23.3.1 The City Council expressly authorizes the CPO or Director to approve a

Change Orders up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.

2.23.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

2.23.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

2.23.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The CPO's or Director's decision regarding a time extension is final.

2.23.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

2.23.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

## 2.24 **ENVIRONMENTAL LAWS**

2.24.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply with Environmental Laws.

2.24.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

## 2.25 **ANTI-BOYCOTT OF ISRAEL**

2.25.1 Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

2.26 **ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

2.26.1 The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement.

**ARTICLE 3. DUTIES OF CITY**

3.01 **PAYMENT TERMS**

3.01.1 Subject to all terms and conditions of this Agreement, the City agrees to pay for the services described in Exhibit "B" that are rendered by Contractor based upon monthly invoices showing the number of individual tasks and related services performed at the rates set forth in Exhibit "F". The fees must only be paid from Allocated Funds, as provided below.

3.01.2 Early Payment Discount. The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from Contractor as follows:

Payment Time - 10 Days: 2% Discount  
Payment Time - 20 Days: 1% Discount

3.01.3 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

3.02 **TAXES**

3.02.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.03 **METHOD OF PAYMENT**

3.03.1 The City shall pay on the basis of monthly invoices submitted by the Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to the Contractor within thirty (30) days of the receipt and approval by the City of such invoices. If the City disputes any item in an invoice Contractor submits for any reason, including lack of supporting documentation, the

Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify the Contractor of the dispute and request remedial action. After any dispute is settled, the Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

**3.04 LIMIT OF APPROPRIATION**

3.04.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

3.04.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$179,757.00** to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

3.04.2.1 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ \_\_\_\_\_

3.04.2.2 The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

**3.05 ACCESS TO SITE**

3.05.1 Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the



premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

**3.06 ACCESS TO DATA**

3.06.1 The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

3.06.2 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

3.06.3 For any raw data created, assembled, used, maintained, collected, or stored by the Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both parties at no additional cost to the City.

**ARTICLE 4. TERM AND TERMINATION**

**4.01. AGREEMENT TERM**

4.01.1 This Agreement is effective on the Countersignature Date and shall remain in effect for three years, unless sooner terminated under this Agreement ("Initial Term").

**4.02 NOTICE TO PROCEED**

4.02.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the CPO or Director.

**4.03. RENEWALS**

4.03.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he/she shall notify Contractor and the CPO of non-renewal at least 30 days before the expiration of the then-current term.

**4.04. TERMINATION FOR CONVENIENCE BY CITY**

4.04.1 The Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

4.04.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice

showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

4.04.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

4.05. **TERMINATION FOR CAUSE BY CITY**

4.05.1 If Contractor defaults under this Agreement, the Director may terminate this Agreement after providing Contractor written notice and an opportunity to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:

4.05.1.1 Contractor fails to perform any of its material duties under this Agreement;

4.05.1.2 Contractor becomes insolvent;

4.05.1.3 All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

4.05.1.4 A receiver or trustee is appointed for Contractor.

4.05.2 If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to Contractor, describing the default and the proposed termination date, with a copy of the notice to the CPO. The date must be at least thirty (30) days after Contractor receives notice. The Director, at his or her sole option, may extend the termination date to a later date. If Contractor cures the default before the proposed termination date, then the proposed termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

4.05.3 To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

4.06 **TERMINATION FOR CAUSE BY CONTRACTOR**

4.06.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this

Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date

4.07. **REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

4.07.1 Upon expiration or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. This City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

**ARTICLE 5. MISCELLANEOUS**

5.01 **INDEPENDENT CONTRACTOR**

5.01 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

5.02 **FORCE MAJEURE**

5.02.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

5.02.2 This relief is not applicable unless the affected party does the following:

5.02.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

5.02.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

5.02.3 The Director will review claims that a Force Majeure that directly impacts the City or

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Contractor has occurred and render a written decision within 14 days.

5.02.4 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5.02.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

5.03 **SEVERABILITY**

5.03.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

5.04 **ENTIRE AGREEMENT**

5.04.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties with respect to this subject matter hereof. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

5.05 **WRITTEN AMENDMENT**

5.05.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

5.06 **APPLICABLE LAWS**

5.06.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Code of Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

5.06.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

5.07 **NOTICES**

5.07.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the

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notice.

5.08 **CAPTIONS**

5.08.1 Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

5.09 **NON-WAIVER**

5.09.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

5.09.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

5.10 **INSPECTIONS AND AUDITS**

5.10.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

5.11 **ENFORCEMENT**

5.11.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

5.12 **AMBIGUITIES**

5.12.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

5.13 **SURVIVAL**

5.13.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

5.14 **PUBLICITY**

5.14.1 Contractor shall make no announcement or release of information concerning this

Agreement unless the release has been submitted to and approved, in writing, by the Director.

5.15 **PARTIES IN INTEREST**

5.15.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

5.16 **SUCCESSORS AND ASSIGNS**

5.16.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

5.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

5.17.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the Director and CPO with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

5.17.2 Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

5.18 **REMEDIES CUMULATIVE**

5.18.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

5.19 **CONTRACTOR DEBT**

5.19.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE OR SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

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## **EXHIBIT "A"**

### **DEFINITIONS**

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
2. "Business Day" means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
3. "Chief Procurement Officer" (CPO) means the Chief Procurement Officer of the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.
4. "City" is defined in the preamble of this Agreement and includes its successors and permitted assigns.
5. "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.
6. "Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.
7. "Director" means the Director of the City of Houston Police Department or such other person as he or she designates.
8. "Documents" mean notes, manuals, notebooks, plans, computations, computer databases and diskettes, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.
9. "Effective Date" means the date this Agreement is countersigned by the City Controller.
10. "Notice to Proceed" means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.
11. "Parties" means all the entities set out in the Preamble who are bound by this Agreement.



## EXHIBIT "B"

### SCOPE OF SERVICES & SPECIFICATIONS

#### 1.0 SCOPE OF SERVICE:

The Contractor shall be required to furnish all supervision, labor, parts, tools, materials, equipment, supplies, facilities and other miscellaneous items necessary to provide lease vehicles for City of Houston various departments. The estimated number of vehicles to be leased is approximately two hundred (200), with 60% leased on an annual basis. It is emphasized that the quantities may vary considerably due to changes in budget, personnel, and events requiring extra vehicles. The vehicle descriptions are delineated in "SECTION B, PART III" in this document. The Contractor agrees to furnish lease autos and trucks by the day, week, month or year. If there are any conflicts between the Contract and any Contractor's lease agreement, the contract shall govern.

#### 2.0 CONTRACTOR'S DUTIES:

- 2.1 The Contractor shall provide a large selection of vehicles of various models, colors, sizes and options with no external or internal leasing or company markings of any kind. For each vehicle group listed in Section B, Part III, with an estimated quantity requirement of five (5) or more, the Contractor shall provide a minimum of five (5) different models. All models shall be no older than two (2) year old, with a maximum of 20,000 actual miles on the odometer at the time of lease. All vehicles proposed shall be covered by a basic manufacturer with a minimum of 36 months, 36,000 miles bumper-to-bumper coverage. The powertrain and corrosion warranty coverage shall extend for the duration of the lease period.
- 2.2 All vehicle maintenance services shall be performed by the Contractor, on the Contractor's premises, or at a designated subcontractor facility. Maintenance service shall be comprehensive and shall include all manufacturer-required maintenance, as well as recalls, warranty and non-warranty repairs.
- 2.3 The Contractor agrees that all leased vehicles shall have unlimited mileage and may temporarily travel out of state.
- 2.4 The Contractor agrees to exchange vehicles on an "as-needed" basis, due to the special requirements of staff assigned to these vehicles. Past usage indicates that approximately twenty-five percent (25%) of the time, vehicles shall need to be exchanged immediately, or within twenty-four (24) hours. This data is based on current and past usage and does not accurately predicts future quantities or requirements.
- 2.5 The Contractor shall provide insurance coverage as noted in Section C, General Terms & Conditions, Article II, Section 5.0 entitled "insurance". These vehicles also require individual liability coverage for the City up to \$40,000 for each vehicle.
- 2.6 The Contractor shall provide twenty-four (24) hour roadside assistance and towing on all leased vehicles, seven (7) days a week.

- 2.7 Vehicle lease prices bid shall be subsequently included in the contract in Exhibit "F" – Fees and Costs and shall be firm for the duration of the contract. All prices shall be all-inclusive and billed to the correct department.
- 2.8 The Contractor shall provide quarterly and final status reports on all maintenance, claims and fleet inventory. This report shall be delivered electronically in MS Excel or compatible format. If there are any inconsistencies in comparison to departmental records, the Contractor shall work in good faith and in a timely fashion to resolve any issues.
- 2.9 The City, particularly HPD, requires strictest confidentiality on all documents. Any breach is cause for immediate termination of this contract, as specified in **ARTICLE 4. TERM AND TERMINATION, 4.06** titled Termination for Cause by City.

### **3.0 MAINTENANCE, WARRANTY AND REPAIR SERVICES:**

- 3.1 The Contractor shall fully maintain each vehicle in normal operating condition, including oil changes, tune-ups, tires and related maintenance items. The Contractor shall also ensure all service, maintenance and repairs are performed to maintain the warranty, including manufacturer-required intervals, recalls, warranty work and repairs. No security deposit shall be required. The departments shall provide gasoline, along with normal and reasonable general exterior and interior care with regard to the vehicles while in possession of the department. Should any vehicle become unserviceable, a substitute usable vehicle shall be provided at no additional charge in excess of the charges for the unserviceable vehicle, during the time when the unserviceable vehicle is in repair. This may apply to multiple vehicles at any time.
- 3.2 The Contractor shall schedule and coordinate maintenance appointments directly with the assigned staff for the vehicle. The departments shall be responsible for transporting vehicles to and from service providers. Provisions for a loaner vehicle shall be made, when a vehicle is out of service for any repair for more than twenty-four (24) consecutive hours. Maintenance intervals shall not exceed 5,000 miles or one (1) year, whichever comes first. The Contractor shall provide electronic copies of all maintenance invoices and service reports, so that the City may document maintenance work and verify that maintenance is being performed in accordance with contract requirements.

### **4.0 VEHICLE DELIVERY/TURN-IN:**

#### **4.1 Vehicle Delivery:**

Vehicles ordered under this contract shall be ready for pick-up within thirty (30) calendar days after placement of any order. All pre-delivery vehicle servicing shall be performed in accordance with recognized industry standards. Each department's designated vehicle coordinator shall be notified at least 24 hours in advance of each delivery.

#### **4.2 Vehicle Turn-In:**

The Contractor shall notify the City department's coordinators when vehicles are ready to be return. The Contractor shall provide at least seven (7) calendar days

notice. The City shall return the vehicles to the Contractor upon expiration of the contract. Additionally, the City shall return the vehicles to the Contractor in the same condition as when received, allowing for normal wear and tear that would be expected. Damages from other than normal wear and tear; such as, glass breakage, bent metal or damaged body parts may be submitted to the City department designated vehicle coordinator responsible for review and authorization for potential reimbursement.

#### **5.0 WARRANTY OF SERVICES:**

- 5.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.
- 5.2 "Correction" as used in this clause, means the elimination of a defect.
- 5.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 5.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

#### **6.0 ADDITIONS AND DELETIONS:**

- 6.1 The City, by written notice from the City Chief Procurement Officer to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

**7.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

7.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

**8.0 INTERLOCAL AGREEMENT:**

8.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

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## SCOPE OF WORK/SPECIFICATIONS

### Part II TECHNICAL SPECIFICATIONS

#### **1.0 GENERAL PURPOSE AUTOMOBILES:**

- 1.1 Unless otherwise specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. The following items are the minimum requirements for the models specified herein and shall be provided whether shown as optional or standard equipment by the manufacturer.

#### **2.0 BODY & CHASSIS:**

- 2.1 **Air Bags: Required.**
- 2.2 **Air Conditioning:** Manufacturer's standard equipment.
- 2.3 **AM/FM Radio:** Manufacturer's standard equipment.
- 2.4 **Covering, Luggage Compartment:** The luggage compartment floor shall be covered with a vinyl, rubber, or fiber type mat.
- 2.5 **Heater and Defroster:** Integral, OEM Standard
- 2.6 **Jack, Handle, and Lug Wrench**
- 2.7 **Power Package:** Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.
- 2.8 **Spare Wheel (Manufacturer's standard spare wheel & tire).**
- 2.9 **Windshield Wipers:** Dual electric 2-speed type with intermittent feature windshield washers.
- 2.10 **Upholstery:** Cloth standard
- 2.11 **Tires:** Radial type tubeless tires shall be OEM manufactured standard.
- 2.12 **Tire Pressure Monitoring System (TPMS) if available**
- 2.13 **Window Tint:** OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 2.14 **Power Steering:** Manufacturer's standard.
- 2.15 **Automatic Transmission**
- 2.16 **Power Brakes, ABS (Required):** Manufacturer's standard; front disc, 2- or 4-wheel (All Series).
- 2.17 **Flex Fuel, if available**

**2.18 Electronic Stability Control:**

**NOTES:**

1. In addition to the above, all license plates and inspection stickers must be from Texas.
2. Only licensed drivers shall use the vehicles described in this contract and only for lawful purposes in conjunction with the City of Houston Department business as a normal transportation.

**SECTION B**

**Part III**

**VEHICLE DESCRIPTIONS**

- 1.0** Categories of vehicles listed below are examples from the State of Texas Fleet Automobiles and Trucks, Texas Specification No: 071-072-AT (effective date 10/25/10, last revision 4/20/12). This document is located on the State of Texas website:

[http://www.window.state.tx.us/procurement/pub/specifications-library/071-072-AT\\_2010\\_2011.pdf](http://www.window.state.tx.us/procurement/pub/specifications-library/071-072-AT_2010_2011.pdf)

- 2.0** The categories of vehicles listed in the various groups below are examples and are to be used as a guide only. However, the vehicles that the bidder/Contractor is offering to lease to the City must be listed on the electronic bid form in the space provided. Please note on the bid form any additional information following the group for each Series number. These additional requirements listed below any group are in lieu of or in addition to, the following general requirements for General Purpose Automobiles:

**2.1 GROUP 1: Compact Hatchback/Sedan - 4-cylinder, Front Wheel Drive. Series 350A/351A.**

*Estimated Quantities – 5 units*

- 2.1.1 Ford Fiesta
- 2.1.2 Nissan Versa
- 2.1.3 Chevrolet Cruze
- 2.1.4 Nissan Sentra
- 2.1.5 Toyota Corolla

**2.2 GROUP 2: Intermediate Sedan - 4/6-cylinder, 4 door. Series 359A/360B.**

*Estimated Quantities – 20 units*

- 2.2.1 Ford Fusion
- 2.2.2 Chevrolet Malibu
- 2.2.3 Nissan Altima
- 2.2.4 Toyota Camry
- 2.2.5 Dodge Stratus

- 2.3 **GROUP 3: Full Size Sedan - 6/8-cylinder, 4 door, Series 372B/373B/374C.**  
*Estimated Quantities – 25 units*
- 2.3.1 Toyota Avalon
  - 2.3.2 Chevrolet Impala
  - 2.3.3 Buick LaCrosse
  - 2.3.4 Ford Taurus
  - 2.3.5 Dodge Charger
- 2.4 **GROUP 4: Mid-Size Utility Vehicle - 6-cylinder, Front/Rear Wheel Drive, Series 662B/663B.**  
*Estimated Quantities – 40 units*
- 2.4.1 Dodge Journey
  - 2.4.2 Ford Explorer
  - 2.4.3 Toyota 4Runner
  - 2.4.4 Chevrolet Equinox
  - 2.4.5 GMC Terrain
- 2.5 **GROUP 5: Full Size Utility Vehicle - 8-cylinder, Rear Wheel Drive, Series 665C**  
*Estimated Quantities – 15 units*
- 2.5.1 Chevrolet Tahoe
  - 2.5.2 Ford Expedition
  - 2.5.3 Dodge Durango
  - 2.5.4 Nissan Armada
  - 2.5.5 GMC Yukon
- 2.6 **GROUP 6: Mini Passenger Van - Light Duty, 1/2 ton, 6-cylinder, 7-Passenger, Series 741B.**  
*Estimated Quantities – 2 units*
- 2.6.1 Dodge Grand Caravan
  - 2.6.2 Chrysler Pacifica
  - 2.6.3 Toyota Sienna
- 2.7 **Group 7: Full Size Extended/Extended Height Passenger Van - Light Duty, 1 ton, 8-cylinder, 15-Passenger, Series 760C/771G.**  
*Estimated Quantities – 2 units*
- 2.7.1 Ford Transit
  - 2.7.2 GMC Savana
  - 2.7.3 Chevrolet Express
- 2.8 **GROUP 8: Mid-Size Trucks - Light-Duty, 6-cylinder, Single Rear Wheel, Short Bed, Series 842A- 844B.**  
*Estimated Quantities – 46 units*
- 2.8.1 Chevrolet Colorado
  - 2.8.2 Toyota Tacoma
  - 2.8.3 GMC Canyon
  - 2.8.4 Nissan Frontier

**2.9 GROUP 9: Full Size Trucks - Light-Duty, 1/2 Ton, 6/8-cylinder, Short/Long Bed.**  
**Series 855B- 864C.**

*Estimated Quantities – 45 units*

- 2.9.1 Dodge Ram
- 2.9.2 Nissan Titan
- 2.9.3 Ford F150
- 2.9.4 GMC Sierra
- 2.9.5 Chevrolet Silverado

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EXHIBIT "C"

DRUG POLICY COMPLIANCE AGREEMENT

Karl Koch Vice President / General Manager  
(Name) (Title)

as an owner or officer of EAN Holdings, LLC (Contractor)  
(Name of Company)


have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

March 26, 2018  
Date

Karl Koch  
Contractor Name  
  
Signature  
Vice President / General Manager  
Title

Legal Dept. Rev. 10-26-2017

Legal Dept. Rev. 10-25-2017

EXHIBIT "D"

CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT

I, Karl Koch, Vice President / General Manager,  
(Name) (Title)

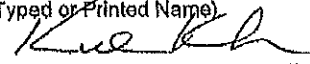
as an owner or officer of EAN Holdings, LLC (Contractor)  
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.17 of Executive Order No. 1-31, that will be involved

In performing Vehicle Leasing Services for Various Departments Bid Invitation No: S07-L26401,  
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Human Resources if any safety impact positions are established to provide services in performing this City Contract.

March 26, 2018  
(Date)

Karl Koch  
(Typed or Printed Name)  
  
(Signature)  
Vice President / General Manager  
(Title)

Legal Dept. Rev. 10-25-2017

**EXHIBIT "E"**

**DRUG POLICY COMPLIANCE DECLARATION**

I, Karl Koch Vice President/General Manager as an owner or  
(Name) (Print/Type) (Title)  
 officer of EAN Holdings, LLC (Contractor) (Name of Company), have personal knowledge and full  
 authority to make the following declarations:

This reporting period covers the preceding 6 months from 10/2017 to 03/2018.

KK  
Initials A written Drug Free Workplace Policy has been implemented and employees notified. The  
 Policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and  
 Deterrence (Mayor's Policy).

KK  
Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug  
 Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees  
 have been notified of such procedures.

KK  
Initials Collection/testing has been conducted in compliance with federal Health and Human Services  
 (HHS) guidelines.

KK  
Initials Appropriate safety impact positions have been designated for employee positions performing  
 on the City of Houston contract. The number of employees in safety impact positions during  
 this reporting period is 0.

KK  
Initials From 10/17 (Start date) to 3/18 (End date) the following test has occurred:

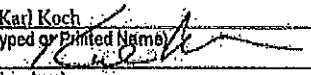
	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	N/A			
Number Employees Positive	N/A			
Percent Employees Positive	N/A			

KK  
Initials Any employee who tested positive was immediately removed from the City worksite consistent  
 with the Mayor's Policy and Executive Order No. 1-31.

KK  
Initials I affirm that falsification or failure to submit this declaration timely in accordance with  
 established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this  
 declaration are within my personal knowledge and are true and correct.

March 26, 2018  
(Date)

Karl Koch  
(Typed or Printed Name)  
  
(Signature)  
Vice President / General Manager  
(Title)

**EXHIBIT "F"**

**FEES AND COSTS**

Item #	Description	U/M	Unit Price
1	Compact Hatchback/Sedan: 4-cylinder	D	\$20.00
2	Compact Hatchback/Sedan: 4-cylinder	WK	\$140.00
3	Compact Hatchback/Sedan: 4-cylinder	MON	\$541.00
4	Compact Hatchback/Sedan: 4-cylinder	YR	\$6,492.00

1	Intermediate Sedan: 4/6-cylinder, 4 door	D	\$21.00
2	Intermediate Sedan: 4/6-cylinder, 4 door	WK	\$147.00
3	Intermediate Sedan: 4/6-cylinder, 4 door	MON	\$593.00
4	Intermediate Sedan: 4/6-cylinder, 4 door	YR	\$7,116.00

1	Full Size Sedan: 6/8-cylinder, 4 door	D	\$24.00
2	Full Size Sedan: 6/8-cylinder, 4 door	WK	\$168.00
3	Full Size Sedan: 6/8-cylinder, 4 door	MON	\$696.00
4	Full Size Sedan: 6/8-cylinder, 4 door	YR	\$8,352.00

1	Mid-Size Utility Vehicle: 6-cylinder	D	\$24.00
2	Mid-Size Utility Vehicle: 6-cylinder	WK	\$168.00
3	Mid-Size Utility Vehicle: 6-cylinder	MON	\$696.00
4	Mid-Size Utility Vehicle: 6-cylinder	YR	\$8,352.00

1	Full Size Utility Vehicle: 8-cylinder	D	\$29.00
2	Full Size Utility Vehicle: 8-cylinder	WK	\$203.00
3	Full Size Utility Vehicle: 8-cylinder	MON	\$850.00
4	Full Size Utility Vehicle: 8-cylinder	YR	\$10,200.00

1	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	D	\$22.00
2	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	WK	\$154.00
3	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	MON	\$644.00
4	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	YR	\$7,728.00

Item #	Description	U/M	Unit Price
1	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	D	\$26.00
2	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	WK	\$182.00
3	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	MON	\$773.00
4	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	YR	\$9,276.00

1	Mid-Size Trucks: Light-Duty, 6-cylinder	D	\$20.00
2	Mid-Size Trucks: Light-Duty, 6-cylinder	WK	\$140.00
3	Mid-Size Trucks: Light-Duty, 6-cylinder	MON	\$584.00
4	Mid-Size Trucks: Light-Duty, 6-cylinder	YR	\$7,008.00

1	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	D	\$22.00
2	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	WK	\$154.00
3	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	MON	\$635.00
4	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	YR	\$7,620.00

1	Compact Hatchback/Sedan: 4-cylinder	D	\$20.00
2	Compact Hatchback/Sedan: 4-cylinder	WK	\$140.00
3	Compact Hatchback/Sedan: 4-cylinder	MON	\$541.00
4	Compact Hatchback/Sedan: 4-cylinder	YR	\$6,492.00

1	Intermediate Sedan: 4/6-cylinder, 4 door	D	\$21.00
2	Intermediate Sedan: 4/6-cylinder, 4 door	WK	\$147.00

3	Intermediate Sedan: 4/6-cylinder, 4 door	MON	\$593.00
Item #	Description	U/M	Unit Price
4	Intermediate Sedan: 4/6-cylinder, 4 door	YR	\$7,116.00

1	Full Size Sedan: 6/8-cylinder, 4 door	D	\$24.00
2	Full Size Sedan: 6/8-cylinder, 4 door	WK	\$168.00
3	Full Size Sedan: 6/8-cylinder, 4 door	MON	\$696.00
4	Full Size Sedan: 6/8-cylinder, 4 door	YR	\$8,352.00

1	Mid-Size Utility Vehicle: 6-cylinder	D	\$24.00
2	Mid-Size Utility Vehicle: 6-cylinder	WK	\$168.00
3	Mid-Size Utility Vehicle: 6-cylinder	MON	\$696.00
4	Mid-Size Utility Vehicle: 6-cylinder	YR	\$8,352.00

1	Full Size Utility Vehicle: 8-cylinder	D	\$29.00
2	Full Size Utility Vehicle: 8-cylinder	WK	\$203.00
3	Full Size Utility Vehicle: 8-cylinder	MON	\$850.00
4	Full Size Utility Vehicle: 8-cylinder	YR	\$10,200.00

1	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	D	\$22.00
2	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	WK	\$154.00
3	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	MON	\$644.00
4	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	YR	\$7,728.00

1	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	D	\$26.00
2	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	WK	\$182.00
3	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	MON	\$773.00
4	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	YR	\$9,276.00

1	Mid-Size Trucks: Light-Duty, 6-cylinder	D	\$20.00
2	Mid-Size Trucks: Light-Duty, 6-cylinder	WK	\$140.00

3	Mid-Size Trucks: Light-Duty, 6-cylinder	MON	\$584.00
Item #	Description	U/M	Unit Price
4	Mid-Size Trucks: Light-Duty, 6-cylinder	YR	\$7,008.00

1	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	D	\$22.00
2	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	WK	\$154.00
3	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	MON	\$635.00
4	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	YR	\$7,620.00

1	Compact Hatchback/Sedan: 4-cylinder	D	\$20.00
2	Compact Hatchback/Sedan: 4-cylinder	WK	\$140.00
3	Compact Hatchback/Sedan: 4-cylinder	MON	\$541.00
4	Compact Hatchback/Sedan: 4-cylinder	YR	\$6,492.00

1	Intermediate Sedan: 4/6-cylinder, 4 door	D	\$21.00
2	Intermediate Sedan: 4/6-cylinder, 4 door	WK	\$147.00
3	Intermediate Sedan: 4/6-cylinder, 4 door	MON	\$593.00
4	Intermediate Sedan: 4/6-cylinder, 4 door	YR	\$7,116.00

1	Full Size Sedan: 6/8-cylinder, 4 door	D	\$24.00
2	Full Size Sedan: 6/8-cylinder, 4 door	WK	\$168.00
3	Full Size Sedan: 6/8-cylinder, 4 door	MON	\$696.00
4	Full Size Sedan: 6/8-cylinder, 4 door	YR	\$8,352.00

1	Mid-Size Utility Vehicle: 6-cylinder	D	\$24.00
2	Mid-Size Utility Vehicle: 6-cylinder	WK	\$168.00
3	Mid-Size Utility Vehicle: 6-cylinder	MON	\$696.00
4	Mid-Size Utility Vehicle: 6-cylinder	YR	\$8,352.00

1	Full Size Utility Vehicle: 8-cylinder	D	\$29.00
2	Full Size Utility Vehicle: 8-cylinder	WK	\$203.00
3	Full Size Utility Vehicle: 8-cylinder	MON	\$850.00
4	Full Size Utility Vehicle: 8-cylinder	YR	\$10,200.00

1	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	D	\$22.00
Item #	Description	U/M	Unit Price
2	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	WK	\$154.00
3	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	MON	\$644.00
4	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	YR	\$7,728.00

1	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	D	\$26.00
2	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	WK	\$182.00
3	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	MON	\$773.00
4	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	YR	\$9,276.00

1	Mid-Size Trucks: Light-Duty, 6-cylinder	D	\$20.00
2	Mid-Size Trucks: Light-Duty, 6-cylinder	WK	\$140.00
3	Mid-Size Trucks: Light-Duty, 6-cylinder	MON	\$584.00
4	Mid-Size Trucks: Light-Duty, 6-cylinder	YR	\$7,008.00

1	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	D	\$22.00
2	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	WK	\$154.00
3	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	MON	\$635.00
4	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	YR	\$7,620.00

1	Compact Hatchback/Sedan: 4-cylinder	D	\$21.00
2	Compact Hatchback/Sedan: 4-cylinder	WK	\$144.00
3	Compact Hatchback/Sedan: 4-cylinder	MON	\$557.00



4	Compact Hatchback/Sedan: 4-cylinder	YR	\$6,686.00
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Item #	Description	U/M	Unit Price
1	Intermediate Sedan: 4/6-cylinder, 4 door	D	\$22.00
2	Intermediate Sedan: 4/6-cylinder, 4 door	WK	\$151.00
3	Intermediate Sedan: 4/6-cylinder, 4 door	MON	\$610.00
4	Intermediate Sedan: 4/6-cylinder, 4 door	YR	\$7,329.00

1	Full Size Sedan: 6/8-cylinder, 4 door	D	\$25.00
2	Full Size Sedan: 6/8-cylinder, 4 door	WK	\$173.00
3	Full Size Sedan: 6/8-cylinder, 4 door	MON	\$716.00
4	Full Size Sedan: 6/8-cylinder, 4 door	YR	\$8,602.00

1	Mid-Size Utility Vehicle: 6-cylinder	D	\$25.00
2	Mid-Size Utility Vehicle: 6-cylinder	WK	\$173.00
3	Mid-Size Utility Vehicle: 6-cylinder	MON	\$716.00
4	Mid-Size Utility Vehicle: 6-cylinder	YR	\$8,602.00

1	Full Size Utility Vehicle: 8-cylinder	D	\$30.00
2	Full Size Utility Vehicle: 8-cylinder	WK	\$209.00
3	Full Size Utility Vehicle: 8-cylinder	MON	\$875.00
4	Full Size Utility Vehicle: 8-cylinder	YR	\$10,506.00

1	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	D	\$23.00
2	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	WK	\$158.00
3	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	MON	\$663.00
4	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	YR	\$7,959.00

1	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	D	\$27.00
2	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	WK	\$187.00
3	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	MON	\$796.00

4	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	YR	\$9,554.00
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Item #	Description	U/M	Unit Price
1	Mid-Size Trucks: Light-Duty, 6-cylinder	D	\$21.00
2	Mid-Size Trucks: Light-Duty, 6-cylinder	WK	\$144.00
3	Mid-Size Trucks: Light-Duty, 6-cylinder	MON	\$601.00
4	Mid-Size Trucks: Light-Duty, 6-cylinder	YR	\$7,218.00

1	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	D	\$23.00
2	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	WK	\$158.00
3	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	MON	\$654.00
4	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	YR	\$7,848.00

1	Compact Hatchback/Sedan: 4-cylinder	D	\$21.00
2	Compact Hatchback/Sedan: 4-cylinder	WK	\$144.00
3	Compact Hatchback/Sedan: 4-cylinder	MON	\$557.00
4	Compact Hatchback/Sedan: 4-cylinder	YR	\$6,686.00

1	Intermediate Sedan: 4/6-cylinder, 4 door	D	\$22.00
2	Intermediate Sedan: 4/6-cylinder, 4 door	WK	\$151.00
3	Intermediate Sedan: 4/6-cylinder, 4 door	MON	\$610.00
4	Intermediate Sedan: 4/6-cylinder, 4 door	YR	\$7,329.00

1	Full Size Sedan: 6/8-cylinder, 4 door	D	\$25.00
2	Full Size Sedan: 6/8-cylinder, 4 door	WK	\$173.00
3	Full Size Sedan: 6/8-cylinder, 4 door	MON	\$716.00
4	Full Size Sedan: 6/8-cylinder, 4 door	YR	\$8,602.00

1	Mid-Size Utility Vehicle: 6-cylinder	D	\$25.00
2	Mid-Size Utility Vehicle: 6-cylinder	WK	\$173.00

3	Mid-Size Utility Vehicle: 6-cylinder	MON	\$716.00
4	Mid-Size Utility Vehicle: 6-cylinder	YR	\$8,602.00

Item #	Description	U/M	Unit Price
1	Full Size Utility Vehicle: 8-cylinder	D	\$30.00
2	Full Size Utility Vehicle: 8-cylinder	WK	\$209.00
3	Full Size Utility Vehicle: 8-cylinder	MON	\$875.00
4	Full Size Utility Vehicle: 8-cylinder	YR	\$10,506.00

1	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	D	\$23.00
2	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	WK	\$158.00
3	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	MON	\$663.00
4	Mini Passenger Van: 1/2 ton, 6-cylinder, 7-Passenger	YR	\$7,959.00

1	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	D	\$27.00
2	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	WK	\$187.00
3	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	MON	\$796.00
4	Full Size Extended Passenger/Cargo Van: 1 ton, 8-cylinder, 15 Passenger	YR	\$9,554.00

1	Mid-Size Trucks: Light-Duty, 6-cylinder	D	\$21.00
2	Mid-Size Trucks: Light-Duty, 6-cylinder	WK	\$144.00
3	Mid-Size Trucks: Light-Duty, 6-cylinder	MON	\$601.00
4	Mid-Size Trucks: Light-Duty, 6-cylinder	YR	\$7,218.00

1	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	D	\$23.00
2	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	WK	\$158.00
3	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	MON	\$654.00

4	Full Size Trucks: Light-Duty, 1/2 Ton, 6/8-cylinder	YR	\$7,848.00
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