

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089716-21-V, Ford Original Equipment Manufacturer (OEM) New and Refurbished Parts and Accessories

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089716-21-V, Ford Original Equipment Manufacturer (OEM) New and Refurbished Parts and Accessories (Contractor).

RECITALS

On or about 10/13/2020, City issued an RFP to prospective proposers on goods to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods.

City wishes to retain Contractor to provide OEM new and refurbished parts and accessories for City vehicles as further described in the Scope of Work, attached hereto as Exhibit B. (Goods).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Goods to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years from the Effective Date until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all goods rendered in accordance with this Contract in an amount not to exceed the amount authorized by City Council by Resolution.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods to be provided. Contractor will provide any Goods that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Kearny mesa Ford/Ko
Proposer

BY:

7303 Clairemont mesa Blvd
Street Address

[Signature]

Print Name:

San Diego Ca 92111
City

Claudia C. Akara

Director, Purchasing & Contracting Department

858-560-5547 x1900
Telephone No.

April 2, 2021

Date Signed

dherold@kearnymesaFord.com
E-Mail

BY:

[Signature]

Signature of
Proposer's Authorized
Representative

Approved as to form this 6th day of

April, 2021.
MARA W. ELLIOTT, City Attorney

Douglas Herold
Print Name

BY: [Signature]
Deputy City Attorney

Parts Director
Title

Markecia Simmons

11-16-2020
Date

RR-313458

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some

or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Reserved.

2.5 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.8 A title page.

2.9 A table of contents.

2.10 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.11 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and

detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made

based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

MAXIMUM
EVALUATION
POINTS

A. Responsiveness to the RFP.

1. Requested information included and thoroughness of response
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary

20

	MAXIMUM EVALUATION POINTS
3. Technical Aspects i.e. Electronic on-line catalog, order entry use by and suitability for the entity's needs; specifications and features offered by Proposer's products and/or services; quality of Proposer's online resources.	
B. Firm's Capability to Provide and Perform the Required Services.	50
1. Relevant experience of the Firm and subcontractors	
2. Vendor's ability to perform requirements and desired specifications.	
3. Other pertinent experience	
4. Location in the general geographical area of the project and knowledge of the locality of the Project	
5. Product Delivery within participating entities specified parameters.	
6. Capacity/Capability to meet The City of San Diego needs in a timely manner	
7. Customer Service	
8. Additional value-added products and/or services proposed.	
C. Past/Prior Contract Performance	20
1. Past/Prior Performance	
2. Reference Checks	
D. Price.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> 100
E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<hr/> 112 <hr/>

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's

requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Exhibit C, Article VII of Exhibit C.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B
SCOPE OF WORK

A. OVERVIEW

The scope of this contract shall be to provide Ford Motor Company Original Equipment Manufacturer (OEM) a new and refurbished Parts and Accessories and Related Products for Ford light, medium, heavy duty Trucks, Cars, Vans, and SUV Vehicles and Related Special Program Support to the City of San Diego.

The City of San Diego ("City") requires goods for a broad variety of Ford vehicle lines and technical support. The City maintains an estimated Ford fleet of twenty -seven hundred (2,700) vehicles of various types including Law Enforcement patrol and support vehicles. Proposers are requested to submit a complete proposal for the Ford lines of new OEM components and refurbished OEM components to accommodate the City's requirements. It is the intent of this RFP that this contract will be for the replenishment of required automotive parts, accessories and technical support and specialty programs for order replacement and replenishment.

Proposer is required to address each of the following sections of this RFP in writing as part of their proposal response. Proposals that fail to include all information requested may be deemed non-responsive.

B. GENERAL REQUIREMENTS

All products offered shall be new, of the highest quality or grades available, to meet all the requirements of these specifications and be in operating condition at time of delivery. All parts offered by the Proposer in response to this RFP shall be the most current available for models identified in this RFP, no parts other than the best quality will be considered or accepted under this contract. While it is understood by all parties involved that a quality comparison study is not practical in many situations, the Proposer shall be held directly responsible for substituting a non-standard or lesser grade part's than required for in the vehicle application.

Verifiable substitution of lesser grade parts may constitute grounds for contract termination, or other action at the sole discretion of the City of San Diego. Reference of brand names, style, and or model numbers provided in the RFP are to denote the product currently in use by the City that is compatible with existing vehicles or equipment.

Proposer must be an authorized distributor of each manufacturer of product lines offered to the City in the Proposal response. The City shall be entitled to conduct or require a pre-award facility inspection and evidence of industry certifications. The Proposer may be required to submit a certificate for each product manufacturer line offered. The certificate must state that the Proposer is authorized to supply such products and services.

All products must be rated and classified for each category and required application.

C. DELIVERY REQUIREMENTS

Contractor must provide deliveries in accordance to the following requirements for City of San Diego's designated Fleet Operations Department facilities, identified in Section D.

Each order delivered must have an invoice enclosed which meets the requirements in section Q: Invoices.

1. In-Stock Delivery

Vendor shall have the ability to provide a minimum of two (2) in-stock deliveries per day to each City facility. Partial orders shall be delivered as requested by the City.

Delivery of in-stock Products shall be delivered Free On-Board (F.O.B) Destination at no charge in accordance to the following:

- a) Orders received Monday-Friday before 2:00 P.M. requires same day delivery in the afternoon by 6:00 P.M. or earlier.
- b) Orders received Monday-Friday after 2:00 P.M. requires next business day (Monday-Friday) delivery by 9:00 A.M. or earlier.

Contractor shall collaborate with City facilities regarding any specific delivery requirements including but not limited to weekend and potential swing and night shift requirements.

At the discretion of the City, City may request to pick up in-stock Products as needed. Contract shall allow the City to pick up parts within two (2) business hours after an order has been place, when required.

Special circumstances may require the Contractor to make immediate deliveries in less than one (1) hour that may not be during regular business hours or days. Contractor is expected to provide flexibility for any unexpected delivery request. Services and any Products may be required at any location that may or may not be stated. These conditions are to be maintained to minimize the City's downtime and service delays. If notification is given to the Contractor of any Emergency Response or Essential Service equipment being inoperable due to Products or Service issues, the supplier must be willing and able to respond within than one (1) hour, 24 hours per day and seven (7) days per week. Contractor must agree to provide the same delivery terms and conditions to all City using departments that utilize the contract

2. Non-Stock Delivery

Delivery of non-stock items which require shipment from outside San Diego County area are anticipated within 48 hours (Monday-Friday, excluding City holidays) from the time the order at no charge.

Contractor must accommodate expedited delivery request for non-stock items by City as may be required. The City shall only compensate the Contractor for balance of expedited freight costs opposed to standard deliver costs.

In the event an order cannot be delivered within the timelines above, Contractor shall contact the City within two (2) hours of the initial request and communicate the anticipated lead-time.

D. CITY LOCATIONS AND HOURS OF OPERATIONS

The City requires all products be furnished in bulk deliveries, and shall be delivered to the following locations during the designated hours:

Fleet Operations Department

<u>Chollas</u>		<u>Rose Canyon</u>	
2740 Caminito Chollas		3775 Morena Blvd.	
San Diego, CA 92105		San Diego, CA 92117	
6:00 a.m. – 11:30 a.m.		6:00 a.m. – 11:30 a.m.	

<u>Miramar Fire & Refuse</u>	
8323 Miramar Place	
San Diego, CA 92121	
24 - Hours	

Safety Light Fleet Department

<u>Central/VMF Police</u>		<u>Southern PD</u>	
3940 Federal Blvd.		1120 27 th street	
San Diego, CA 92102		San Diego, CA 92154	
6:00 a.m. – 11:30 a.m.		6:00 a.m. – 2:30 p.m.	

<u>Western PD</u>		<u>Northwestern PD</u>	
5215 Gaines Street		12610 El Camino Real	
San Diego, CA 92110		San Diego, CA 92130	
6:00 a.m. – 2:30 p.m.		6:00 a.m. – 2:30 p.m.	

<u>Mid-City PD</u>		<u>Southeastern PD</u>	
4310 Landis Street		7222 Skyline Drive	
San Diego, CA 92105		San Diego, CA 92114	
6:00 a.m. – 2:30 p.m.		6:00 a.m. – 2:30 p.m.	

Eastern PD (also Motorcycle Shop)		Northeastern	
9225 Aero Drive		13396 Salmon River Road	
San Diego, CA 92123		San Diego, CA 92129	
6:00 a.m. – 2:30 p.m.		6:00 a.m. – 2:30 p.m.	

Northern PD		Fire Dept	
4275 East Gate Mall		3870 Kearny Villa Rd	
San Diego, CA 92037		San Diego, Ca 92123	
6:00 a.m. – 2:30 p.m.		24 - Hours	

City Departments and/or locations may be added and/or removed at any time during this contract at no additional cost to the City.

E. SERVICE PERFORMANCE REQUIREMENTS

The Contractor is responsible for maintaining a high level of service as it relates to customer satisfaction and contractual performance. The Contractor must be willing to accommodate changes in volume, delivery sites, and other reasonable requests by the City throughout the term of the contract.

The Contractor(s) shall facilitate the performance of inventory turns that may include all or part of the following:

1. Deliveries shall be made between 6:00am and 6:00pm.
2. Products that are stocked by vendor or locally available shall be delivered within a timely manner after Ariba purchase order issuance.
3. Deliveries should be made immediately upon product availability, even if quantities on-hand do not complete the entire order.
4. Contractor must be willing to share on-hand inventory data for availability and delivery information upon request.
5. Contractor shall advise if “Holiday support” and scheduled overtime parts accessibility is available. This may require full scope of services on Saturdays and/or Sundays with advanced forty-eight (48) hour notice.
6. Freight
 - a) Stock items shall not be charged freight to the City
 - b) All freight costs shall be borne by the vendor.
 - c) Failure to secure approval for expedited and overnight costs will become the responsibility of the vendor without the City’s prior approval

7. Contractor shall note any back-order items and ETA

The Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, and the circumstances are within the control of the Contractor, the City may terminate this contract.

If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City.

The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor or other specific reasons agreed to between the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Proposer; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment, or labor.

Proposers must include a process for tracking and verifying all deliveries as part of the RFP response.

Proposals must include exceptions of locations where Proposer cannot meet stated requirements. Proposer must also propose how they will support delivery performance with staff and vehicle support.

F. IMPLEMENTATION OF SERVICES

The Proposer must commit to working with the City to ensure a smooth transition. Proposer must submit a plan, in response to the RFP, describing how the Proposer will successfully implement a new account the size of the City.

Following is an overview, not intended to be all inclusive of the transition components that will need to take place and be managed.

1. Account Set-Up.
2. Billing and Reporting.
3. Customer Service Support.
4. Communications and Trainings.
5. Strategic & Tactical Field Support.

G. INVENTORY MANAGEMENT

The City currently utilizes a material group management code system called United Nations Standard Products and Services Code (UNSPSC) that supports material ordering, financial management tracking of Funds and Inventory. The Proposer shall propose if they currently use this process in their inventory management system.

Proposer shall propose a process plan that will ensure that Ford and Refurbished brands of parts that are carried in the City's Fleet Management inventory locations shall be stocked in the Proposer's inventories and made available for immediate delivery. Upon award, the Contractor shall analyze the City's usage patterns and maintain an adequate supply of parts and components identified by Fleet Operations Department to meet the City's needs and avoid stock outs and back orders.

Contractors must recognize that the City provides essential and emergency services to the citizens of the City of San Diego and San Diego County, and that services cannot be provided if vehicles and equipment are down due to unavailability of parts and components.

The City reserves the right to acquire needed parts and components from alternate sources if the Contractor is unable to provide the required products in a timely manner.

Backorder and delivery reports and other methods deemed appropriate shall be requested by the City from time to time to monitor the Contractor's performance and compliance to the subsequent contract. Poor performance with respect to the product availability, or any other requirements of the contract, may constitute grounds for termination of the contract between the City and the Contractor.

If, for reasons beyond the control of the Contractor (i.e. industry wide parts outage), that result in a stock-out situation, the Contractor will prepare a detailed summary report of cause and resolutions to mitigate and correct the affected Products and shall supply the following notifications: (a) immediate notification of inventory status to Fleet Management Shop Managers, Parts Managers, and Operations Managers at all stated City locations; (b) immediate notification and delivery of Contract specified parts and components as to when they shall become available.

Continual shortages and expedite requirements on the part of the City due to the Contractor's inventory shortages may result in termination of the contract.

H. INVENTORY ACCURACY AND ASSET MANAGEMENT

Inventory accuracy and asset management are critical. The Contractor is solely responsible to ensure all quantities, packaging, pricing, part numbers, and related information is correct on all shipments/parts/invoicing. Part numbers on invoicing to the City, must match part numbers on the part labels exactly. It is the sole responsibility of the Contractor to audit any/all shipments for accuracy. No delivery is to be "dropped off" at any Fleet facility without shipment confirmation, audit, signature and printed name on receipt from authorized Fleet Management personnel.

I. NEW PRODUCTS AND SERVICES

The City reserves the right to add or delete items to this Contract during the term of the Contract by written amendment, to the extent those products and services are within the scope of this RFP and include, but will not be limited to: products added to the Contractor's and/or Manufacturer's catalog offerings; products and services which reflect new technology and improved functionality. All requests are subject to review and approval by the City of San Diego.

J. ADDITIONAL SPECIAL PROGRAMS

Proposers are encouraged to include any special programs that their Company offers that will improve customer's ability to access products, or other innovative strategies that could add value to this Contract.

This should not be limited to Ford light, medium, heavy duty Trucks, Cars, Vans, and SUV vehicles, this solicitation should be read to include, but not to be limited to: Brake lathes, alignment machines, wheel balancers, tire machines, hose reels, diagnostic equipment, vehicle maintenance-related tools.

K. QUALITY ASSURANCE PROGRAM

The Contractor shall implement a Quality Assurance Program for the management of inventory and supply function. The program must include provisions for the following:

1. Meeting specified performance standards.
2. Providing high quality parts.
3. Providing a high level of customer service.
4. Meeting contract compliance.

A mandatory component of the Quality Assurance Program will be periodic customer satisfaction surveying. At a minimum, the Contractor's Quality Assurance Program will include any expectations of the City in maintaining high quality service.

A meeting will be held no less than sixty days prior to the end of each agreement year. During this annual meeting between the City and the Contractor, the Contractor will present a summary of accomplishments relative to performance standards, budgets, and overall performance. The presentation will also include recommendations for changes to improve performance during the upcoming year by the Contractor and the City. Changes will be added to the original contract as an amendment if required.

Proposer must submit a detailed proposed Quality Assurance Program as part of its proposal.

L. TRAINING

The Contractor will be responsible for initially training all necessary City employees

on using their on-line ordering system and any on-going training for new or additional users, at no additional cost to the City. Supplier will be responsible for providing documented step- by-step instructions to each authorized user of the City.

Proposer shall advise if the City can use single or multiple login-in identification to access ordering site as part of the response to this RFP.

M. PLACEMENT OF ORDERS

All orders will be placed by City designated personnel on an as needed basis. The Contractor must have the ability of electronic access to product information and ordering. Orders may be placed via purchase orders, on-line using Ariba or via the telephone or fax or other approved authorization method. Proposals must address the following:

1. Percent (%) of time orders filled correctly;
2. Percent (%) of time items are back ordered;
3. Backorder policy;
4. Percent (%) of time orders are delivered within Contract time;
5. Return policy;
6. Retail store locations; and
7. Policy for over the counter purchases.

N. RETURNS AND RESTOCKING FEES

The Contractor or applicable manufacturer must pick up any merchandise to be returned within twenty-four (24) hours after the City notifies the Contractor of the return. The City will not pay restocking fees for merchandise that has been returned unless it is subject to minimum inventory requirements under this RFP or is a specialty item and the City has been notified, at the time of placement of order, of the potential restocking charge. The Contractor will issue a credit memo to the City within seven (7) calendar days of the return.

Restocking charges shall only apply to the City, if a Purchase Order was submitted in error and at no fault of the Contractor.

City shall receive full credit for all returns made between 0-365 days of original order date.

City shall receive 1/2 credit for all returns between 366 – 730 days from the date of the original order.

O. REPORTING CAPABILITIES

Contractor must be able to provide the City with monthly, quarterly, and annual electronic usage reports with product level detail, including the following:

1. Ability to sort the history of purchases by product type (i.e. belts, emissions,

- engine, etc.), by manufacture part number, by account, or ship-to location; and
2. Ability to produce recycled products purchased reports.
 3. Bids must include sample reports for a current customer that demonstrates these reporting capabilities.

P. BILLING CAPABILITIES

The City utilizes the SAP ERP and Ariba Systems to process purchase order requests. Proposers must ensure their operations have compatible system capabilities for the following functions:

1. Electronic billing options;
2. Customized billing options;
3. Invoice options;
4. Frequency options;
5. Sorting Capabilities; and
6. Media Types

Proposer shall provide detailed information on the resources available for processing requests as stated above.

Q. INVOICES

Invoices or Service Request tickets detailing inclusive pricing (labor, parts, fees, shipping/handling) shall be provided to each Fleet Management Facility Location upon delivery of Services or parts. Invoices shall be detailed indicating the following:

1. **Header:**
 - a) Invoice numbers must be sequential and shall not be duplicated during the life of this Agreement.
 - b) Invoice Date
 - c) Name of Fleet Management Facility requesting Service.
 - d) City's payment method number (Purchase Order)
 - e) Service Providers City vendor number
 - f) Service Providers City Contract number
 - g) Service Providers Payment Remit to Address
2. **Detail:**
 - a) Quantity
 - b) Unit Price
 - c) Extended Amount per item
3. **Notice:**

Invoices detailing parts purchased with inclusive pricing (parts, fees, shipping/handling) must be provided to each Fleet Management Facility at the time and point of delivery.

 - a) All credit statements and refund transactions must be processed within five (5)

business days. Credit statements should include original statement invoice number as a reference.

- b) Failure to comply with or properly execute this invoicing procedure may delay payment and may be grounds to terminate this Agreement at the discretion of the City.
- c) It is the responsibility of the Contractor to ensure a copy of the invoice(s) is sent and received by the City of San Diego Accounts Payable.
- d) All invoices should be sent electronically to <insert email address>.
- e) Credit invoices should be sent to <insert email address> .
- f) Each invoice should be sent in a separate file and emailed to: <insert email address>
- g) Failure to comply with or properly execute this invoicing procedure may delay payment and may be grounds to terminate this Agreement at the discretion of the City.
- h) The Contractor shall provide daily the original summary invoice to the originating Fleet Management Facility by email AND the City of San Diego Finance/Accounts Payable by email to <insert email address>
- i) The City will pay undisputed, properly submitted invoices within thirty (30) days after the receipt of the Contractor's invoice (the "Due Date"), provided that the invoice has been submitted at the appropriate time as authorized.
- j) As a condition of payment, the Contractor must invoice the City for services or parts within 30 days after such services are performed or parts delivered.

R. SAMPLES

Prior to award of a contract and during the term of the Contract, Contractor may submit and furnish samples of product items bid on, at no charge to the City. Designated City personnel will evaluate samples to determine the equality of the Products provided as an alternative replacement. All determinations of approval or rejection shall be final and conclusive. Fleet Management will retain samples for comparison with items delivered under the resulting Contract.

S. MARKET BASKET ITEMS

For price comparison purposes and verification of discounts offered and to determine the lowest Bid, Proposers must submit unit prices for all items provided as Attachment 1 - Market Basket Ford Products List (Tab 1 - Parts List), and Attachment 2 - Part Percentage Discount. Proposers should not consider the Attachments as "core" or high-volume items. The pricing submitted on Attachments 1 does not solely determine lowest responsive, responsible Proposer. Bids must comply with all requirements of this RFP and provide the broadest and most comprehensive product offering possible.

- a) Pricing Sheets must be submitted in Excel format on a compact disc or flash drive. Proposer must not change the format. Proposer must also provide a hard copy (paper copy) of the Pricing Sheets with the "Original" copy of their Bids.
- b) Proposer shall not alter or revise the attachments provided by the City in Excel

format. Doing so may result in your Bid being deemed non-responsive.

- c) Proposers must submit unit pricing on the Products provided as Attachment 1.
- d) Proposers must indicate whether the item is an OEM product or refurbished in the appropriate fields. The City's decision shall be final and conclusive in determine the equality of alternatives.
- e) Pricing must include manufacturer part number, discount applied, and extended net/Contract price after discount.
- f) **DO NOT** include any tax in your pricing.
- g) Proposers are cautioned to carefully review each item and pay special attention to the unit of measure for each item. Please be sure to Bid the unit of measure designated that may be different from your selling unit.

T. CATALOG PRICE LIST

Proposers must include a complete price list of all catalog items and Services offered that are not included in the Attachment 1 – Market Basket Ford Product List on a compact disc (CD) or flash drive. Please provide separate price list for Light, Medium and Heavy-Duty Vehicles if applicable. Services must be itemized using a fully burden hourly rate. Proposers must provide the broadest and most comprehensive Product offering possible.

U. WARRANTY

All new or refurbished Products supplied under the Contract shall be covered by a manufacturer's/rebuild Product, written guarantee and/or warranty that such products will be free from defects in materials, workmanship and performance for a minimum of (1) year; merchantable and in full conformity with the specifications set forth in this RFP, industry standards, dimension charts and Contractor's descriptions, representations and samples. The Contractor shall administer the warranty on the City's behalf and shall ensure that the manufacturer repairs or replaces at no charge to the City all products that violate either the above warranty or the applicable manufacturer's warranty.

The Contractor shall provide the City with one (1) copy of the manufacturer's written warranty for each item of equipment. It shall be the responsibility of the manufacturer to pay for all shipping and crating costs associated with warranty parts. Contractor shall provide warranty, core reporting and methodology used for all manufacturers' parts warranties and parts core returns where applicable.

Contractor shall be responsible to the City for all warranty parts. Reimbursements of labor costs related to a failed part are at the discretion of the manufacturer. Contractor is responsible for ensuring that warranty work is performed at a facility acceptable to City and that services, parts and labor are available and provided to meet

City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself.

V. TECHNICAL REPRESENTATIVE AND PURCHASING AGENT

The Technical Representative for the Contract City's Fleet Operations Department's designee and is identified in the notice of award. The Technical Representative is responsible for overseeing and monitoring this Contract. The Technical Representative will be specified on individual purchase orders issued under the Contract and will provide daily oversight of the Contract to ensure compliance with the scope of work and/or performance to Contract specifications. The Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for purchase orders issued under the Contract.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, nor a written request, for changes to the Contract from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

W. PRICE ADJUSTMENTS

Price increases shall be submitted in accordance with the City's General Contract Terms and Provisions, Section 3.4 Price Adjustments and will only be considered for those items with a published manufacturer's price increase.

In addition, the Contractor shall provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference, and provide detailed supporting documentation from the manufacturer to support price. Price increases will not be considered more than once annually.

In the event the Contractor does not request a price increase at the time of the Contract renewal, and the manufacturer(s) subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the manufacturer to support the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

X. PRICING INCENTIVES AND REBATES PROGRAMS

Proposer shall identify any incentives and rebates programs offered based on volume or dollars.

The City will evaluate any rebate stipulations or contingencies to determine which discount structure is in the best interest of the City. The City reserves the right to determine the most favorable pricing structure and any such determination shall be final and conclusive.

Y. PRICING SCHEDULE

The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations for these estimated quantities shall not entitle the Contractor to an adjustment in the unit prices or additional compensation. The City shall not be obligated to purchase the Contractor's excess inventory of product.

Proposer must complete the **cost-plus** Pricing Schedule (Attachment 1 – Market Basket Ford Product List) in its entirety to be considered for this Contract. Each line item must include all costs associated with providing the required equipment, software, and services as specified within this RFP. Unit prices shall be firm for the first year of the contract.

If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by the City, Proposers must document their authority to offer those products and/or services.

The discount percentages offered will apply to the entire products catalog for the brand and category listed. Prices must include shipping, handling, and delivery, manufacturer mark up, profit, item cost and storage. No other charges will be allowed. Discounts shall be firm for the life of the contract.

All catalogs, and retail price lists must be identified, and a copy included in the proposal response. The City may request documentation from manufacturer verifying list prices at any time.

Z. RFP ATTACHMENTS

The Proposer shall submit all attachments as required in the RFP. Attachment 3 provided is for informational purposes to identify the City's current part list per vehicle.

- 1) Attachment 1: Market Basket Ford Product List
- 2) Attachment 2: Part Percentage Discount
- 3) Attachment 3: City Ford Vehicles List

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

**ARTICLE I
SCOPE AND TERM OF CONTRACT**

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II
CONTRACT ADMINISTRATOR**

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

Ford Original equipment manufacturer (OEM) new and refurbished parts and accessories 10089716-21-V

B. BIDDER/PROPOSER INFORMATION:

Sunroad Auto LLC		Kearny Mesa Ford Kia	
Legal Name		DBA	
7303 Clairemont Mesa Blvd.	San Diego	CA	92111
Street Address	City	State	Zip
Doug Herold, Parts Director	(858) 560-5544	(858) 560-9648	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
or
- directing or supervising the actions of persons engaged in the above activity.

Uri Feldman	President
Name	Title/Position
La Jolla, CA	Sunroad Enterprises
City and State of Residence	Employer (if different than Bidder/Proposer)
As President, supervises all company managers. Has no direct financial interest, family trusts own 80% of Sunroad Auto LLC.	
Interest in the transaction	

John McCallan	Executive VP
Name	Title/Position
Poway, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
As Executive VP, supervises all company managers. Owns 20% of Sunroad Auto LLC.	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 11/10/2008 State of formation: California

List the name, title and address of members who own ten percent (10%) or more of the company:

Sunroad Auto Holding Corp. (80% owner), John McCallan (20% owner)

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: US Bank

Point of Contact: Reggie Feuille

Address: 4100 Newport Place, Ste 900, Newport Beach CA, 92660

Phone Number: (949) 863-2449

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2008038132 Year Issued: 2008

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: SDG&E

Contact Name and Phone Number: Michael Ornelas 619 843 3610

Contact Email: mornelas@sdge.com

Address: 6875 Consolidated Way, San Diego, CA 92121

Contract Date: _____

Contract Amount: _____

Requirements of Contract: No contract

Company Name: San Diego Unified School District

Contact Name and Phone Number: John Burciaga 858 496 8463

Contact Email: jburcoaga@sandi.net

Address: 4100 Normal St. # 3141 San Diego, CA 92103

Contract Date: _____

Contract Amount: _____

Requirements of Contract: No contract

Company Name: The County of San Diego

Contact Name and Phone Number: James Clark 858 694 2151

Contact Email: James.clark@sdcounty.ca.gov

Address: 5555 Overland Ave, San Diego, CA 92111

Contract Date: _____

Contract Amount: _____

Requirements of Contract: No contract

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # VON: 93BS0105

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: None

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Douglas Harold Paris Director  11-11-2020
Name and Title Signature Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

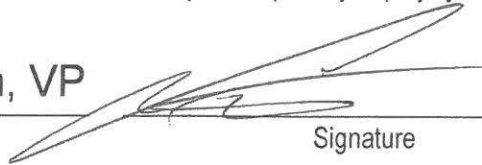
C1: Changed dba from Kearny Pearson Ford Kia to Kearny Mesa Ford Kia in 2019. "Kearny Mesa" was the store's original name until a merger with Pearson Ford in 2008, last year the decision was made to revert to the original name.

C3: Sunroad Auto LLC is owned by Sunroad Auto Holding Corp, which also owns Pacific Honda, Kearny Mesa Hyundai Subaru and Kearny Mesa Infiniti.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Matt Lowenstein, VP

Print Name, Title



Signature

11/11/2020

Date

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Sunroad Auto, LLC

ADA/DBA: Sunroad Kearny Mesa Ford Kia

Address (Corporate Headquarters, where applicable): 4445 Eastgate Mall, Suite 400

City: San Diego County: San Diego State: California Zip: 92121

Telephone Number: 858-362-8500 Fax Number: 858-362-8448

Name of Company CEO: Uri Feldman

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: Same as above

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Automotive Type of License: Business

The Company has appointed: Randy Jones

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 4445 Eastgate Mall, Suite 400, San Diego, CA 92121

Telephone Number: 858-362-8500 Fax Number: 858-362-8448 Email: rjones@sunroadenterprises.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Sunroad Holding Corporation, Owner of Sunroad Auto, LLC
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 10th day of November, 2020


(Authorized Signature)

Randy Jones
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Sunroad Kearny Mesa Ford Kia

DATE: 11/10/2020

OFFICE(S) or BRANCH(ES): Branch

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	1	2	1			1		13			
Professional														
A&E, Science, Computer														
Technical														
Sales	3	1	18	2		3					35	6		
Administrative Support	2		1	9		1					1	10		
Services														
Crafts	2		37		1		1		1		29			
Operative Workers	3		24		2						18			
Transportation												1		
Laborers*			26								3			

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	10	1	107	12	5	5	1	0	2		99	17		
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Grand Total All Employees 259

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Sunroad Kearny Mesa Ford Kia

DATE: 11/10/2020

OFFICE(S) or BRANCH(ES): Branch

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public
Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community
and Social Service Specialists
Entertainers and Performers, Sports and Related
Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School
Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and
Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching,
and Distributing Workers
Other Education, Training, and Library
Occupations
Other Office and Administrative Support
Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support
Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related
Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective
Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants
and Aides
Other Food Preparation and Serving Related
Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving
Workers
Supervisors, Personal Care and Service
Workers
Transportation, Tourism, and Lodging
Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment
Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair
Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and
Repair Workers
Supervisors, Construction and Extraction
Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

co= L228204
 u= L228226

EQUAL EMPLOYMENT OPPORTUNITY
 2018 EMPLOYER INFORMATION REPORT
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. SUNROAD HOLDING CORPORATION
 4445 EASTGATE MALL
 SUITE 400
 SAN DIEGO, CA 92121

2.a. KEARNY MESA FORD CORP
 7303 CLAIREMONT MESA BLVD

 SAN DIEGO, CA 92111
 SAN DIEGO COUNTY
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-N DUNS NO.: EIN :263702640

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 441110 New Car Dealers

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS		
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
FIRST/MID OFFICIALS & MGRS	1	1	11	0	1	2	0	0	0	0	0	1	0	0	0	17
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	18	2	35	3	0	0	0	3	6	1	0	3	0	0	71	
ADMINISTRATIVE SUPPORT	1	9	1	2	0	0	0	0	10	0	0	1	0	2	26	
CRAFT WORKERS	37	0	29	2	1	1	1	2	0	0	0	0	0	0	73	
OPERATIVES	24	0	18	3	0	2	0	4	0	0	0	0	0	0	51	
LABORERS & HELPERS	26	0	3	0	0	0	0	0	0	0	0	0	0	0	29	
SERVICE WORKERS (TRANS)	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
TOTAL	107	12	99	10	2	5	1	9	17	1	0	5	0	2	270	
PREVIOUS REPORT TOTAL	107	9	96	8	4	3	5	5	18	1	0	4	0	3	263	

SECTION F - REMARKS

259



Business & Contact Information

BUSINESS NAME **Sunroad Holding Corp.**

OWNER **Aaron Feldman**

ADDRESS **4445 Eastgate Mall**
Suite 400
San Diego, CA 92121

[Map This Address](#)

PHONE **858-715-3406**

FAX **858-225-3727**

EMAIL **mlowenstein@sunroadauto.com**

WEBSITE **www.sunroadauto.com**

ETHNICITY **Hispanic American**

GENDER **Male**

Certification Information

CERTIFYING AGENCY **Supplier Clearinghouse**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

EXPIRATION DATE **6/18/2022**

CERTIFIED BUSINESS DESCRIPTION **Automotive dealership (Sales, service and parts for new and used vehicles); class-A real estate development and leasing, public golf course, marina, apartment construction and management**

Commodity Codes

Code	Description
NAICS 441110	Automobile dealers, new only or new and used
SIC 4493	Marinas
SIC 5511	Motor Vehicle Dealers (New and Used)
SIC 6552	Land Subdividers and Developers, Except Cemeteries
SIC 6719	Offices of Holding Companies, NEC
SIC 7992	Public Golf Courses

Additional Information

VON NUMBER **93BS0105**



***SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY***

CERTIFICATION EXPIRATION DATE: **July 21, 2019**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Sunroad Holding Corp.
Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

VON: 93BS0105

DETERMINATION DATE: July 21, 2016



Proposal for
Ford Original Equipment Manufacturer (OEM) New and
Refurbished Parts and Accessories
10089716-21-V

Doug Herold
Parts Director
dherold@kearnymesaford.com

Kearny Mesa Ford
7303 Clairemont Mesa Blvd
San Diego, CA 92111
(858)560-5544

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Executive Summary

Selling to The City of San Diego has been a great source of pride to Kearny Mesa Ford for many years. When interviewing a new hire or contacting a new Fleet customer, one of the first things we discuss is our relationship with the City, the County and SDG&E. We feel these relationships have helped to define our legacy. Our staff has been supplying the City units for many years and has a great deal of experience in fleet maintenance. Our parts employees have been supplying the City for many years, starting back when we were known as Pearson Ford, and continuing through our growth as we changed to Kearny Pearson Ford and again to Kearny Mesa Ford.

As the only authorized Ford wholesaler within The San Diego city limits, we maintain a fleet of 21 trucks and vans to deliver parts throughout the greater San Diego area. We will be able to make 3 to 4 stops a day at most of your locations. Emergency deliveries will be done as needed.

I have been helping Ford Fleets in San Diego for 42 years. The customers that buy from us and have allowed me to take care of my family deserve my best efforts. As needed, I do what I can for the City other than providing parts to maintain the fleet. I have arranged training with Motorcraft University, ordered Tools, Testing equipment and Software, when the City earns credits with Ford based on year over year purchase's I aid in the claiming of Ford Fleet Network and Police PICAP monies.

We have accounts for all your locations built into our system. I would estimate over \$100,000 of our \$2,300,000 inventory is geared toward your fleet. Online parts cataloging and pricing is available on our repair link site with OEC. These catalogs are updated daily, showing up-to-date pictures, pricing, and our on-hand quantities. We have the parts and systems in place to start suppling the City in a days' notice. All we need to know is charge account or credit card payments.

In summary I believe we would be able to save the City of San Diego and its citizens a great deal of money. I believe in the quality of our product and the quality of the Ford Fleet.

Douglas Herold

Parts Director

Kearny Mesa Ford / Kia

GENERAL REQUIREMENTS

All our products offered are the newest available Ford OE auto parts of the highest quality possible. Kearny Mesa Ford (KMF) will not substitute lesser grade parts. KMF is an authorized distributor of Ford OE Parts.

DELIVERY REQUIREMENTS

In-Stock Delivery

All our deliveries will have an invoice accompanying the part order. We have delivery capability to deliver parts to all your locations at least twice a day. All deliveries will be Free On-Board (FOB). We fully understand that all orders made before 2:00pm need to be delivered that day and orders placed after 2:00pm Monday – Friday will be shipped next day before 9:00 am. KMF will work with City facilities regarding specific delivery requirements. If the City needs to pick up parts in our will call, all parts we stock will be made available in two hours or less. If special circumstances arise and immediate deliveries are required in less than one hour, we will hot-shot the parts to your needed location.

Non-Stock Delivery

In the event of parts being special order from Ford, most items will be here in 48 hours unless we have a backorder situation with Ford. We will make every attempt to supply special orders as fast as possible. KMF will notify the City when orders are delayed and provide lead-time information.

If notification is given to KMF of any Emergency Response or Essential Service equipment being inoperable due to Products or Service issues, KMF is willing and able to respond within one (1) hour, 24 hours per day and seven (7) days per week. KMF agrees to provide the same delivery terms and conditions to all City departments that utilize the contract

CITY LOCATIONS AND HOURS OF OPERATIONS

KMF understands the hours of operation for each City location and is capable of servicing all of them.

SERVICE PERFORMANCE REQUIREMENTS

KMF can maintain high levels of service to the City. We understand customer satisfaction and high performance is required in the contract. Every effort will be made to support our City.

Tracking the deliveries can be done with a program we use called OPS Traxs and, if needed, we can provide logins to the site so City employees can track our drivers.

KMF will be able to support your locations with support from our driver staff of 18 full time parts drivers and 21 vehicles in our fleet.

KMF shall facilitate the performance of inventory turns that may include all or part of the following:

1. Deliveries shall be made between 6:00am and 6:00pm.
2. Products we have stocked or that are locally available shall be delivered within a timely manner after Ariba purchase order issuance.
3. Deliveries will made immediately upon product availability, even if quantities on-hand do not complete the entire order.

4. KMF will share on-hand inventory data for availability and delivery information upon request. We have online availability of our inventory with OEC Repair Link, and Delivery information will be available with OPS Trax on line.
5. KMF shall advise if "Holiday support" and scheduled overtime parts accessibility is available. We understand this may require full scope of services on Saturdays and/or Sundays with advanced forty-eight (48) hour notice.
6. Freight
 - a) Stock items shall not be charged freight to the City
 - b) All freight costs shall be borne by KMF
 - c) Failure to secure approval for expedited and overnight costs without the City's prior approval will become the responsibility of KMF
7. KMF shall note any back-order items and provide ETA

KMF will immediately notify the City in writing if there will be a delay in performance, or if one is anticipated. The written notice shall include an explanation of the cause for, and a reasonable estimate of, the length of the delay. We understand that if the City finds that the delay is material and the circumstances are within the control of the Contractor, the City may terminate this contract.

We understand that if delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle KMF to a reasonable extension of time, but such delay shall not entitle KMF to damages or additional compensation. We understand that such an extension of time must be approved in writing by the City.

IMPLEMENTATION OF SERVICES

Account Set Up

We currently have accounts built for all your locations in our dealer management system (CDK) through Napa. We have serviced these accounts for years and are fully aware of the many needs of your fleet.

Billing and Reporting

We have customers using the Ariba system that the City is using, and we can accommodate EFT for payment if necessary. We have set up open charge accounts and or credit card accounts for the city in the past and can do that again. KMF will provide the City with monthly, quarterly, and annual electronic usage reports with product level detail. These reports will also be made available on request.

Customer Service Support

Other than our staff of 10 wholesale counter people we have an Outside Salesperson, Gregg Johnson, that can visit your locations and aid in any needs the City may have.

Communications and Trainings

Communication with the City and KMF will be open to phone; texting and email. We have provided training for the City in the past and will be open to supporting the City as to any Ford training they may need in the future.

Strategic & Tactical Field Support

We will spend time with our drivers training them as to all the locations they will be delivering to, although some were here when we had the account before and remember where to go.

INVENTORY MANAGEMENT

We do not currently use the (UNSPSC) system.

We have been supplying the City either directly or through Napa for many years, and KMF is confident in our inventory levels to supply the City. We will make every effort to reassess our inventory as needed so the City can maintain its fleet with minimal stock outs and back orders.

We understand that down time in a fleet that maintains emergency vehicles endangers the citizens of our City, and we will do our best to provide products in a timely manner. We understand that backorder and delivery reports may be needed from time to time so our performance can be monitored, and that poor performance may be grounds for the termination of the contract.

INVENTORY ACCURACY AND ASSET MANAGEMENT

Inventory control is very important in a large wholesaling dealership. We have full time inventory managers and conduct yearly physical inventories. All products sold to the City will have Ford parts numbers that match your invoice, which we provide at the time of delivery. Accurate shipments will be made and signed for by City employees so we can track all transactions.

NEW PRODUCTS AND SERVICES

We understand that the City reserves the right to add and delete portions of the contract, and that the scope of the RFP may change. Vehicles and technologies change, and improved functionalities may be needed as the needs of the City change.

ADDITIONAL SPECIAL PROGRAMS

Ford Motor Company offers fleets many programs to keep customers involved in the Ford Fleet system. Over the last few years we have been able to help the City claim Ford Fleet Care monies the City earned with their purchase of OE Ford parts. They have also been given funds for Police unit purchases that only a dealer can claim for the fleet. This year we have given the Police fleet \$75,000.00 in parts on that program. In the past we have arranged Tech training with Motorcraft University at no charge to the City. We have also aided in the ordering of tools, testing equipment and software.

QUALITY ASSURANCE PROGRAM

KMF shall implement a Quality Assurance Program for the management of inventory and supply function.

Meeting specified performance standards

We anticipate a 90% or greater amount of deliveries within contracted times and intend for this program to keep us at or above that level.

Providing high quality parts

All parts delivered through this contract will be of the high level of quality expected of Ford OE parts.

Providing a high level of customer service

The program will include visits from our outside salesperson to monitor our performance monthly at all your locations. Our Management team would welcome an opportunity to meet with City managers on a yearly basis.

Meeting Contract Compliance

We feel that contract compliance will be achieved through meeting our expected performance standards and addressing any issues immediately. The management team will be available at any time to resolve any issues.

Periodic customer satisfaction surveying

We welcome any chance to improve our systems. Contact information will be provided to all your locations so they can get ahold of the Parts Director Doug Herold, his Assistant Mike Musgrave, the inventory manager Humberto Novela, or our outside person Gregg Johnson. Gregg Johnsons monthly stops at your locations will report to the Parts Director and his assistant the same day.

TRAINING

Our outside salesperson, Gregg Johnson, will go to the locations and train staff on the use of OEC Repair Link. This will allow City personnel to see the parts, see their price, and see our inventory levels online. There is no charge for this program. Gregg has been setting other customers up on this system for a long time and will have no issues with setting up your team. Each location will have its own login.

PLACEMENT OF ORDERS

We will accept orders in the way the City wishes to send them. We have customers using Ariba now, but we have no issues with calling, faxing, or emailing or sending them through Repair Link.

1. We run at an order filled correctly rate of about 97%
2. Our backorder rate with Ford is only 3 to 4% but a larger rate of back order exists with 2020 Explorer.
3. Back orders do happen, and every effort will be made to minimize them and keep you informed of the delay.
4. We anticipate a 90% or greater amount of deliveries within contract times.
5. The City shall receive full credit for all returns made between 0-365 days of original order date. For all returns between 366 – 730 days from the date of the original order, the City shall receive ½ credit.
6. We have a single location of 7303 Clairemont mesa Blvd.
7. City employees must have a city ID with them and a valid p/o to buy over the counter parts on behalf of the City.

RETURNS AND RESTOCKING FEES

Our drivers will pick up returns daily with no fees. Full credit will be given as a normal business process.

Restocking charges shall only apply to the City if a Purchase Order was submitted in error and at no fault of KMF.

Upon return, the City shall receive full credit for all returns made between 0-365 days of original order date. For all returns between 366 – 730 days from the date of the original order, the City shall receive ½ credit

REPORTING CAPABILITIES

KMF will provide the City with monthly, quarterly, and annual electronic usage reports with product level detail.

1. These Reports cannot sort by product type at this time.
2. CDK and Ford also do not have the ability to produce recycled products purchased reports.
3. Sample reports for current customers have been below in the RFP Attachments section. These reports do not demonstrate the requested capabilities as they are unavailable.

BILLING CAPABILITIES

Electronic billing options

We have customers using the Ariba system that the City is using, and we can accommodate EFT for payment if necessary.

Customized billing options

We have set up open charge accounts and or credit card accounts for the city in the past and can do that again.

Invoice Options

We can provide standard invoices containing all the information listed below. We can also modify invoices to present any additional level of information requested.

Sorting Capabilities

Invoices will be sortable.

Media type

Invoices will typically be sent electronically in .PDF format.

INVOICES

Every parts delivery will be accompanied by a parts invoice at each location. The information on the invoice will include, but is not limited to, the following:

1. Header:
 - a) Invoice numbers. These shall be sequential and will not be duplicated during the life of this Agreement.
 - b) Invoice Date
 - c) Name of Fleet Management Facility requesting Service.
 - d) City's payment method number (Purchase Order)
 - e) Our City vendor number

- f) Our City Contract number
- g) Our Payment Remit to Address

2. Detail:

- a) Quantity
- b) Unit Price
- c) Extended Amount per item

3. Notice:

A detailed invoice will be provided to each location at time of delivery.

- a) All credit and refunds will be processed in five days or less. All credit memos are the original invoice numbers with a CM in front of the number.
- b) We understand that failure to comply with the invoice procedure may delay payment and be grounds to terminate the agreement.
- c) Copies of all invoices will be sent to the City Accounts Payable dept.
- d) All invoices will be sent electronically to the requested email address when it is made available.
- e) All credit invoices will be sent electronically to the requested email address when it is made available.
- f) Each invoice will be sent in a separate file and emailed to the requested email address when it is made available.
- g) We understand that failure to comply with the invoice procedure may delay payment and be grounds to terminate the agreement
- h) KMF will daily provide the original summary invoice to the originating Fleet Management Facility by email AND the City of San Diego Finance/Accounts Payable by email to the requested email address when it becomes available.
- i) We understand that payment will be in 30 days
- j) We understand we must submit an invoice for payment within 30 days as a condition of payment

SAMPLES

KMF will offer samples on request both prior to award and during the term of the Contract, though all products offered are not intended as replacements for the products requested through this solicitation.

MARKET BASKET ITEMS

KMF has submitted unit prices for all items provided as Attachment 1 - Market Basket Ford Products List (Tab 1 – Parts List), and Attachment 2 – Part Percentage Discount. KMF does not consider the Attachments as “core” or high-volume items, nor does KMF consider the pricing submitted on Attachment 1 the only factor in determining the lowest responsive, responsible Proposer. Our response to this solicitation complies with all requirements of this RFP and provides the broadest and most comprehensive product offering possible.

- a) Pricing Sheets have been submitted in Excel format on the PlanetBids page. The format has not been changed from the original. KMF has a CD containing all Ford pricing that is available to the City at any time.
- b) KMF has not altered or revised the attachment provided by the City in Excel Format
- c) KMF has submitted unit pricing on all products listed in Attachment 1: Market Basket Ford Products List
- d) KMF has indicated whether each item is an OEM product or refurbished in the appropriate fields. We understand the City's decision shall be final and conclusive in determining the equality of alternatives.
- e) All pricing includes manufacturer part number, discount applied, and extended net/Contract price after discount.
- f) We did not include any tax in your pricing.
- g) We reviewed each item and paid special attention to the unit of measure for each item.

CATALOG PRICE LIST

As needed, we can provide a CD price disc of every part on the Ford System. Although most pricing is only adjusted by Ford once a year, we do get a new disc every two months. Our price comes to us from Ford through our dealer management system CDK. Our pricing from CDK is updated daily. We also have an online parts catalog available at <https://parts.ford.com/kearnypearsonford>.

WARRANTY

A copy of the manufacturer's written warranty has been attached below. All new or refurbished Products supplied under the Contract shall be covered by a manufacturer's/rebuild Product, written guarantee and/or warranty that such products will be free from defects in materials, workmanship and performance for two (2) years; merchantable and in full conformity with the specifications set forth in this RFP, industry standards, dimension charts and Contractor's descriptions, representations and samples.

KMF shall administer the warranty on the City's behalf and shall ensure that the manufacturer repairs or replaces at no charge to the City all products that violate either the above warranty or the applicable manufacturer's warranty. It shall be the responsibility of the manufacturer to pay for all shipping and crating costs associated with warranty parts.

KMF shall provide warranty, core reporting and methodology used for all manufacturers' parts warranties and parts core returns where applicable.

KMF shall be responsible to the City for all warranty parts. Reimbursements of labor costs related to a failed part are at the discretion of the manufacturer. KMF ensures that warranty work will be performed at a facility acceptable to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. KMF may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself.

TECHNICAL REPRESENTATIVE AND PURCHASING AGENT

KMF will welcome the Technical Representative for the Contract City's Fleet Operations Department's designee, with the understanding they will be identified when a notice of award has been issued. The Technical Representative will be specified on individual purchase orders issued under the Contract and KMF will welcome daily oversight of the Contract to ensure compliance with the scope of work and/or performance to Contract specifications. KMF understands the Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for purchase orders issued under the Contract.

KMF understands the Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. KMF shall not rely upon any oral change from anyone, nor a written request, for changes to the Contract from someone other than the Purchasing Agent. We understand all changes will be in writing, signed by the Purchasing Agent.

PRICE ADJUSTMENTS

Price increases shall be submitted in accordance with the City's General Contract Terms and Provisions, Section 3.4, Price Adjustments. We understand price increases will only be considered for those items with a published manufacturer's price increase.

In addition, KMF shall provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference, and provide detailed supporting documentation from the manufacturer to support price. We understand price increases will not be considered more than once annually.

In the event KMF does not request a price increase at the time of the Contract renewal, and the manufacturer(s) subsequently announces a general increase in the price of their products, we understand that we may request an increase at that time. KMF will provide detailed supporting documentation from the manufacturer to support the requested increase.

PRICING INCENTIVES AND REBATES PROGRAMS

KMF will inform the City of any incentives and rebates programs available including, but not limited to, volume discounts. We understand that the City will evaluate the discounts and make a final determination as their use.

PRICING SCHEDULE

We understand that the estimated annual quantities provided by the City are not guaranteed and that quantities may vary depending on the demands of the City. Any variations for these estimated quantities shall not entitle the KMF to an adjustment in the unit prices or additional compensation. The City shall not be obligated to purchase the KMF excess inventory of product.

We have completed the Pricing Schedule (Attachment 1, Market Basket Ford Product List) in its entirety. It is included as an attachment to our submission. Each line item includes all costs associated with providing the required equipment, software, and services as specified within this RFP. Unit prices shall be firm for the first year of the contract.

We are authorized by Ford Motor Company to provide the requested products and services. A document demonstrating our authority to offer these products and services has been included below in the section "RFP Attachments."

We have quoted a fixed discount price on both pricing attachments. Our discount percentages apply to the entire product catalog for the Ford brand. The prices will include shipping handling and delivery, manufacturers mark up, profit, item cost and storage. No other charges will be applied.

An online catalog showing retail price lists can be found online at the following: <https://parts.ford.com/kearnypearsonford>. Additional documentation to verify list prices is available to the City at any time.

RFP ATTACHMENTS

Attachment 1: Market Basket Ford Product List has been attached to our submission on PlanetBids.

Attachment 2: Part Percentage Discount can be found below. Attachment 3: City Ford Vehicles List is understood to be for informational purposes only and therefore will not be included with submission. A copy of Ford Parts Warranty Information is included below. A copy of the letter authorizing KMF to sell Ford products has been included below.

Attachment 2: Part Percentage Discount

Part Category	Proposed Discount
Alternators	COST + 7%
Automotive Electric Hardware	COST + 7%
Automotive Hardware	COST + 7%
Batteries and Components	COST + 7%
Bearings	COST + 7%
Belts and Hoses	COST + 7%
Brake System and Components	COST + 7%
Climate Control Systems	COST + 7%
Clutch Systems and Components	COST + 7%
Drivelines System and Components	COST + 7%
Electric Harnesses and Cables	COST + 7%
Emission Systems and Components	COST + 7%
Engine Components	COST + 7%
Engine Cooling Systems and Components	COST + 7%
Engines, Heads and Cylinders	COST + 7%
Exhaust Systems and Components	COST + 7%
Exterior and Interior Lighting	COST + 7%
Exterior Body Components	COST + 7%
Exterior Electrical Components	COST + 7%
Filters (Oil, Transmission..)	COST + 7%
Fuel Systems and Components	COST + 7%
Gaskets, Seals and O-Rings	COST + 7%
Ignition System and Components	COST + 7%
Interior Electrical Components	COST + 7%
Paint, Body Material and Equipment	COST + 7%
Sealants	COST + 7%
Shop Supplies	COST + 7%
Steering Systems and Components	COST + 7%
Suspension System and Components	COST + 7%
Transmission Systems and Components	COST + 7%
Water Pumps	COST + 7%
Wheels and Components	COST + 7%
Windshield Products and Components	COST + 7%

Warranty Information



FORD AND MOTORCRAFT® PARTS:

IMPORTANT: This is a summary of warranty highlights. For more information, the seller will refer to the Ford Warranty and Policy Manual. Ford Motor Company offers a limited warranty on new Ford and Motorcraft parts sold to U.S. customers through an authorized Ford or Lincoln Dealership or Ford Authorized Distributor. The authorized seller warrants that any new Ford or Motorcraft part sold by the authorized seller that is found to be defective in factory-supplied material or workmanship will be repaired, replaced or exchanged at Ford's discretion. Unique warranty coverage may apply. Customer should return part to seller with original dated receipt for purchase verification.



GENERAL WARRANTY COVERAGE:

Ford and Motorcraft parts sold on, or after, October 1, 2013:

- 24 months/unlimited miles.
- No commercial exceptions.
- Warranty begins on date of purchase for retail customer, or date of installation by fleet or installer.

NOTES:

- The limited warranty may be honored by the original installer or any Ford or Lincoln Dealer, even though that particular dealer was not the original purchaser/seller of the part.
- The customer, fleet or installer must provide the original owner's repair order or sales slip when repairs are requested.

LABOR REIMBURSEMENT:

- Fleet and installers are eligible for labor reimbursement limited to \$150.
- Fleet and installer warranty parts and labor reimbursement requests must be supported with documentation:
 - Repair order to include Vehicle Identification Number (VIN) and repair date.
 - Steps taken to determine cause of warranted concern with diagnostic results.
 - Labor reimbursed will be calculated based on the standard hours listed in the Ford Service Labor Time Standards Manual multiplied by the Dealer's (from which the component was purchased) approved warranty labor rate in effect on the date of repair, or the over-the-counter customer's actual labor amount, whichever is less.

UNIQUE WARRANTY COVERAGES:

See dealer or authorized distributor for additional details of the following unique part warranties:

- **BATTERIES:** BXT Tested Tough® MAX batteries: 36 months/100 months prorated; BXL Tested Tough® PLUS batteries: 18 months/84 months prorated. Other battery warranties vary by series.
- **NEW & REMANUFACTURED TRANSMISSION & GAS ENGINE ASSEMBLIES:** 3 years/unlimited miles, including labor.
- **DIESEL ENGINES FOR LIGHT TRUCKS:** 2 years/unlimited miles, including labor.
- **SHEET METAL:** Limited lifetime guarantee against rust perforation so long as original purchaser owns vehicle.
- **STRUTS/SHOCK ABSORBERS:** Noncommercial cars/light trucks: lifetime limited warranty to original purchaser.
- **SPARK PLUG WIRE SETS:** Lifetime limited warranty to original purchaser.

WARRANTY LIMITATIONS:

- This warranty does not cover parts that fail due to abuse, misuse, neglect, alteration, impact, accident, racing or the use of non-Ford parts, or parts installed in vehicles other than those listed in Ford authorized catalogs, including other Ford Motor Company brands, or parts that are replaced as a part of normal maintenance.
- To the extent allowed by law, loss of time, inconvenience, loss of use of the vehicle, commercial loss and consequential damages are not covered.
- There is no other express warranty on Ford Motor Company-supplied replacement parts, except such obligation as Ford may have assumed in its Ford Warranty and Policy Manual or other warranty statements issued by the dealer/distributor.
- Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this warranty. Some states do not allow the exclusion or limitation of consequential or incidental damages or limitations on how long an implied warranty lasts; therefore, the limitations and exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights that vary from state to state.



Authorization Letter



**Ford Motor Company
Ford Marketing Sales & Service**

**Los Angeles Region
3 Glen Bell Way, Suite 201
Irvine, CA 92618**

November 13, 2020

Subject: Kearny Mesa Ford

To Whom It May Concern:

This letter is to confirm that Sunroad Auto LLC DBA Kearny Mesa Ford located at 7303 Clairemont Mesa Blvd in San Diego, California is a Ford franchised dealership, authorized for the sale of new Ford cars and trucks, Ford Genuine parts, and can perform Ford authorized warranty service. Kearny Mesa Ford is currently in good standing with Ford Motor Company and has a valid occupational license on file with the State of California.

If you have any questions, you may reach me directly at (313) 938-8496.

Regards,

Michael A Mueller

Michael Mueller
Market Representation Manager . Los Angeles

Reporting Samples

Customer Sales History Detail				
18666	Unposted	0.00	Total	0.00
NAPA (CITY OF SAN DIEGO)	Current	0.00	Limit	8,000.00
	Over 30	0.00	Available	8,000.00
7440 CONVOY CT	Over 60	0.00		
SAN DIEGO CA 92111	Over 90	0.00		
	Over 120	0.00		
Last Purchase	12 NOV 20	206.60		

	Sales	Gross	Returns	Net Sales	GP %	Return %
JAN	86,511	10,779	-4,048	82,463	13.07	4.67
FEB	83,444	11,098	-1,786	81,657	13.59	2.14
MAR	111,277	15,513	-4,267	107,009	14.49	3.83
APR	118,418	12,046	-3,650	114,768	10.49	3.08
MAY	70,348	8,018	-2,313	68,034	11.78	3.28
JUN	93,894	9,834	-1,793	92,101	10.67	1.90
JUL	74,208	9,069	-1,849	72,358	12.53	2.49
AUG	61,288	7,639	-5,163	56,125	13.61	8.42
SEP	97,610	9,887	-3,219	94,391	10.47	3.29
OCT	90,594	10,634	-5,896	84,697	12.55	6.50
NOV	28,999	3,249	-964	28,035	11.58	3.32
DEC	86,141	9,233	-1,472	84,669	10.90	1.70
	,002,732	116,999	-36,420	966,307	12.10	3.63

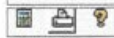
Customer Detail Activity Display	
18666 NAPA (CITY OF SAN DIEGO)	

Date/Time	Refer	Slsman	Cost	Sale	Gross	Freight	GP%	
11/09 13:21		1623401	642	74.33	78.05	3.72	0.00	4.77
11/12 11:17		1624396	642	65.88	69.16	19.76	0.00	28.57
11/12 08:55		1624296	642	229.35	240.82	11.47	0.00	4.76
11/09 15:23		1623474	642	157.14	165.00	7.86	0.00	4.76
11/10 13:30		1623826	642	675.12	701.38	157.54	0.00	22.46
11/10 11:01		1623720	642	151.24	158.80	7.56	0.00	4.76
11/09 15:35		1623486	642	202.56	212.69	10.13	0.00	4.76
11/09 15:35		1623485	642	28.88	30.32	5.77	0.00	19.03
11/09 15:21		1623472	642	2131.24	2235.43	130.05	0.00	5.82
11/09 14:08	CM	1623378	642	-8.23	-8.84	-.61	0.00	6.91
11/04 13:39		1622391	642	6.51	6.84	0.33	0.00	4.82
11/02 13:07		1621657	642	6.51	6.84	0.33	0.00	4.82
11/10 12:46		1623794	642	5.51	5.78	0.27	0.00	4.67
11/10 12:25		1623739	642	182.38	191.50	27.36	0.00	14.29
11/10 12:23		1623127	642	249.84	262.33	37.47	0.00	14.28
11/09 12:20		1623378	642	8.23	8.84	0.61	0.00	6.90
11/10 11:08		1623724	642	163.68	171.86	32.73	0.00	19.04
11/10 10:54		1623710	642	109.92	115.44	5.52	0.00	4.78

Use Page Up or Page Down keys to navigate

F3- Save/Exit	F2-Display Reference	F5-Pts Dtl	F6-Long Display	SF11->
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Parts Detail Transaction Display



DG1Z*2001*F KIT - BRAKE LINE SO: 120 Cost: 55.01

Date/Time	Refer	Pgm	User	Trans Code	Old	Qty	New	Cost
11/04 06:29	10308	FS	rnand	R Receipt	20	2	22	55.01
11/03 06:35	10308	ST	3456	I Inc. orde		2		55.01
11/02 13:55	401604	PRO	rnell	Sale	21	-1	20	55.01
11/02 10:30	1621565	OE	arain	H Whlse Sal	22	-1	21	55.01
10/29 06:30	10302	FS	rnand	R Receipt	20	2	22	55.01
10/28 08:35	10302	ST	4181	I Inc. orde		2		55.01
10/26 13:55	1619821	OE	arain	H Whlse Sal	22	-2	20	55.01
10/23 06:47	10296	FS	rnand	R Receipt	12	10	22	55.01
10/22 07:05	10296	ST	3650	I Inc. orde		10		55.01
10/21 14:33	1618774	OE	zardo	H Whlse Sal	20	-8	12	55.01
10/21 13:32	400351	PRO	orris	Sale	21	-1	20	55.01
10/20 13:45	1618354	OE	arain	H Whlse Sal	22	-1	21	55.01
10/16 06:27	10289	FS	rnand	R Receipt	19	3	22	55.01
10/15 07:05	10289	ST	3669	I Inc. orde		3		55.01
10/15 06:26	10288	FS	rnand	R Receipt	7	12	19	55.01
10/14 09:14	1616730	OE	arain	H Whlse Sal	9	-2	7	55.01
10/14 07:05	10288	ST	3142	I Inc. orde		12		55.01
10/13 16:17	399028	PRO	valos	Sale	10	-1	9	55.01

Use Arrow, PageUp or PageDown keys to navigate

F3-Save/Exit	F2-Display Detail	F5-Invoice#	F6-Long Display	SF11->
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