

**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**MOTOR VEHICLE MAINTENANCE AND REPAIR**



**CITY OF SAN RAMON**  
**PUBLIC WORKS DEPARTMENT**  
**PUBLIC SERVICES DIVISION**

**Issued: January 29, 2024**

**SOQ Deadline: Tuesday February 20, 2024, at 2:00 p.m.**

**TO**

**City of San Ramon**  
**7000 Bollinger Canyon Road**  
**San Ramon, CA 94583**

**ATTN: City Clerk**

**CITY OF SAN RAMON  
REQUEST FOR QUALIFICATIONS**

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**CITY OF SAN RAMON**  
**REQUEST FOR QUALIFICATIONS**

The City of San Ramon (“**City**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for MOTOR VEHICLE MAINTENANCE AND REPAIR services Project (“**Project**”).

**1. ABOUT THE CITY**

The City of San Ramon was incorporated in 1983 as a charter city and located in the San Ramon Valley of Contra Costa County, approximately 35 miles east of the City of San Francisco in the San Francisco Bay Area. The San Ramon Valley has long been considered one of the most desirable living areas in the Bay Area because of its scenic beauty, suburban charms, excellent school systems, and proximity to major employment centers. The City occupies a land area of 18.56 square miles and is surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both the Alameda and Contra Costa Counties.

The City operates under a Council-Manager form of government with over 250 employees, serving a population of approximately 81,344. Additional information about the City is available online at [www.sanramon.ca.gov](http://www.sanramon.ca.gov).

**2. THE SERVICES**

**A. Summary.** The City requires MOTOR VEHICLE MAINTENANCE AND REPAIR (“**Services**”), including Preventative Maintenance (PM), for 163 autos, vans, light and medium duty trucks operated by the Public Works Department and Public Safety vehicles operated by the Police Department.

Public Works Department

1. 88 – Passenger cars, compact pickups, light duty and medium duty pickup trucks (gross vehicle weight rating less than 10,001 lbs.);
2. 14 – Heavy duty vehicles (dump trucks, stake bed trucks, chipper trucks, etc.); and
3. 11 – Trailers.

Police Services Department

1. 32 – Patrol cars;
2. 31 – Police vehicles, other than patrol cars;
3. 2 – Specialty vehicles; and
4. 4 – Trailers.

**B. Form of Agreement.** A copy of the City’s standard Maintenance Services Agreement (“**Agreement**”) is attached hereto as **Attachment A** and incorporated herein. By submitting an SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

**C. Scope of Services.** The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting an SOQ, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its SOQ, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

### 3. REQUEST FOR QUALIFICATION REQUIREMENTS

**A. Requests for Information.** Questions or objections relating to the RFQ, Agreement, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Jonette Fuentes, at [jfuentes@sanramon.ca.gov](mailto:jfuentes@sanramon.ca.gov) by 9:00 a.m., February 9, 2024 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

**B. Pre-Submittal Meeting.** A Pre-Submittal Meeting will be held on Monday February 5, 2024, from 9:00 a.m. to 10:00 a.m., at the San Ramon Service Center, located 5000 Crow Canyon Road, San Ramon, CA 94582. Prospective Respondents will have the opportunity to ask questions about the RFQ and the required Services. Respondents will be required to sign-in at the Pre-Submittal Meeting and to provide an email address for the Respondent’s representative for receipt of any subsequent addenda. The Pre-Submittal Meeting is **mandatory**, and the City may, acting in its sole discretion, disregard any SOQ submitted by a Respondent that failed to attend or failed to arrive on time for the Pre-Submittal Meeting.

**C. Submittal Instructions.** SOQs must be **received** by the City by or before Tuesday, February 20, 2024 by 2:00 p.m. (“**SOQ Deadline**”). Respondent must submit one original and three (3) identical copies of the SOQ in a sealed envelope labeled with Respondent’s name and return address, marked “SOQ for MOTOR VEHICLE MAINTENANCE AND REPAIR,” and addressed as follows:

City of San Ramon  
**ATTN: City Clerk**  
7000 Bollinger Canyon Road  
San Ramon, CA 94583

The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the SOQ Deadline. Late submissions will be disregarded.

**D. Planned RFQ Schedule.** The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ.

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	Monday, January 29, 2024
Pre-Submittal Meeting	Monday, February 5, 2024, at 9:00 a.m.
Request for Information Deadline	Friday, February 9, 2024, by 9:00 a.m.
SOQ Deadline	Tuesday, February 20, 2024, by 2:00 p.m.
Interviews (if requested by City)	Week of February 26, 2024
Notice of Selection	Monday, March 4, 2024
Council Approval and Award	Tuesday, March 26, 2024
Commence Services	Monday, July 1, 2024

**E. Addenda.** City reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Attachments to this SOQ. Addenda will be posted on the City’s website at [www.sanramon.ca.gov/our\\_city/bids\\_rfp](http://www.sanramon.ca.gov/our_city/bids_rfp). Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing all addenda before submitting its SOQ.

#### 4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the SOQ. SOQs should not exceed ten (10) one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting an SOQ, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the SOQ Deadline.

**A. Cover Letter.** Provide a brief cover letter that includes all the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, etc.);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ;

**INCLUDE THE STATEMENTS BELOW:**

- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda(s):

Addendum:                      Date Received:

# 01                                      \_\_\_\_\_

# 02                                      \_\_\_\_\_

; and

- (6) Respondent has read and understood the insurance requirements outlined in **Attachment A** and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's SOQ, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state name, title, and email address.

**B. General Qualifications.** Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and office, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

**C. Experience.** Identify services Respondent has provided in the last five (5) years that are similar in scope and nature to the Services required by this RFQ, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

**D. Staffing.** Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any,

that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

**E. Price.** Provide a detailed price proposal that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc.

**F. Proposed Approach.** Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City.

**G. Attachment C.** Along with providing the above-mentioned information in your SOQ, please also fill out **Attachment C** which includes fillable forms regarding Proposed Price Schedule, Vendor Capabilities, References and Work Experience.

## 5. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- General qualifications 1-10 points
- Relevant experience 1-20 points
- Proposed staffing 1-10 points
- Pricing 1-30 points
- Proposed approach 1-10 points
- Responsiveness 1-10 points
- References 1-10 points

## 6. SELECTION AND AWARD

**A. Review.** SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

**B. Award.** The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous SOQ to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous SOQ. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at [www.sanramon.ca.gov/our city/bids r f p](http://www.sanramon.ca.gov/our-city/bids-rfp), and which may also be emailed to each Respondent that submits an SOQ.

- i. Upon award, Respondent(s) must apply and obtain a San Ramon Business License, for more information please see [here](#).

**C. Protest Procedures.** Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk at [cityclerk@sanramon.ca.gov](mailto:cityclerk@sanramon.ca.gov), copy to [jfuentes@sanramon.ca.gov](mailto:jfuentes@sanramon.ca.gov) and must clearly specify the basis for the protest. The protest will be reviewed by the Public Works Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with

award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

## 7. LABOR COMPLIANCE-PREVAILING WAGE REQUIREMENTS

- A. General.** The RFQ and Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at § 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Respondent(s) must also post all job site notices required by laws or regulations pursuant to Labor Code § 1771.4.
- B. Prevailing Wages.** Each worker performing Services under this RFQ and Contract that is covered under Labor Code §§ 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in Labor Code §§ 1771 and 1774. The prevailing wage rates are on file with the City's principal office and are available online at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR). Pursuant to Labor Code § 1775, Respondent(s) and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- C. Working Day.** Pursuant to Labor Code § 1810, eight (8) hours of labor consists of a legal day's work. Pursuant to Labor Code § 1813, Respondent will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Respondent or any subcontractor is required or permitted to work more than eight (8) hours during any one (1) calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code § 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the **Attachment B** Scope of Services or authorized in writing by City.
- D. Payroll Records.** Respondent(s) and its subcontractors must maintain certified payroll records in compliance with Labor Code §§ 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Respondent(s) and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code §§ 1771, 1811, and 1815. Unless the Agreement is under \$15,000, Respondent(s) must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
- E. Apprentices.** If the RFQ and Agreement is for \$30,000 or more, Respondent(s) must comply with the apprenticeship requirements pursuant to Labor Code § 1777.5.
- F. DIR Monitoring, Enforcement, and Registration.** This RFQ and Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code § 1725.5, and Respondent(s) and any subcontractor must be registered with the DIR to perform public works projects.

## 8. MISCELLANEOUS

- A. Disclaimers and Reservation of Rights.** Upon receipt, each SOQ becomes the sole property of the City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to

any of the Respondents. The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

- B. Conflict of Interest.** Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.
- C. Public Records.** The City is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, *et seq.*) (the “Act”), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a Respondent agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the SOQ or any portions thereof.

**ATTACHMENTS:**

Attachment A – Form of Agreement

Attachment B – Scope of Services

Attachment C – Proposed Price Schedule, Vendor Capabilities, References and Work Experience



**Attachment A – Form of Agreement**  
**MAINTENANCE SERVICES AGREEMENT**  
**BETWEEN THE CITY OF SAN RAMON AND**  
**VENDOR**  
**FOR**  
**MOTOR VEHICLE MAINTENANCE AND REPAIR**

This is an agreement between the City of San Ramon, a municipal corporation (“CITY”) and **VENDOR**, (“CONTRACTOR”) together referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on January 29, 2024, CITY solicited Statement of Qualifications (“SOQ”) by Request for Qualifications (“RFQ”) for MOTOR VEHICLE MAINTENANCE AND REPAIR; and

**WHEREAS**, after review of all SOQs submitted pursuant to said RFQ, CONTRACTOR’s SOQ on the project was one of (number) accepted by CITY and identified as most advantageous; and

**WHEREAS**, CONTRACTOR by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services; and

**WHEREAS**, the City Council has authorized the Mayor to enter into an agreement for MOTOR VEHICLE MAINTENANCE AND REPAIR by adopting Resolution No. 2024-XX on \_\_\_\_\_, 2024; and

**WHEREAS**, CONTRACTOR is willing to provide the requested services.

**NOW, THEREFORE**, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

1. **Award of Agreement.** In response to the RFQ, CONTRACTOR submitted an SOQ to perform the Work as set forth in the RFQ Attachment B – Scope of Services. On \_\_\_\_\_, 2024, CITY authorized award of this Agreement to CONTRACTOR for the amount set forth in Section 6, below.
2. **RFQ Documents.** The RFQ documents incorporated into this Agreement include and are comprised of all the documents listed below.

**Sections**

- 2 The Services
  - 3 Request for Qualifications Procedures
  - 4 SOQ Requirements
  - 5 Evaluation
  - 6 Selection and Award
  - 7 Labor Compliance-Prevailing Wage Requirements
  - 8 Miscellaneous
3. **Scope of Service.** The scope of services covered by this Agreement include mandatory timeframes for performance, deadlines for providing deliverables to CITY, and the maximum fee for each item are further described in **Exhibit A** attached and incorporated herein by reference.

Contractor: VENDOR  
Agreement Amount: Not-to-Exceed \$XX,XXX.XX  
Project: MOTOR VEHICLE MAINTENANCE AND REPAIR  
Project Manager: Darin Fitzpatrick, Program Manager

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CONTRACTOR shall comply with specific industry standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.

4. **Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY's designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY's request nor CONTRACTOR's reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified herein.
5. **Time of Performance.** CONTRACTOR's performance shall commence as of July 1, 2024, and be completed by June 30, 2029, unless otherwise terminated under the terms of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

6. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in **Exhibit A**, and incorporated herein, in a sum not-to-exceed **XX DOLLARS (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes all costs and reimbursable expenses as specified in **Exhibit A**.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

**Due to continued potential for service level reductions and budget cuts; there is no guarantee that any or all work will be authorized.**

For subsequent years following the initial year; any price change, of not more than the Consumer Price Index (CPI) for San Francisco – Oakland – San Jose areas based on the preceding full calendar year, will be applied by the CITY when deemed feasible and appropriate; and agreed to in writing by both parties prior to the start of each fiscal year (July 1st).

7. **Delivery Date.** CONTRACTOR shall deliver the Goods in quantities and on the date(s) specified in **Exhibit A** or as otherwise agreed in writing by the parties ("Delivery Date"). Timely delivery of the Goods is of the essence, if CONTRACTOR fails to deliver the Goods in full on the Delivery Date, CITY may terminate this Agreement immediately by providing written notice to CONTRACTOR and CONTRACTOR shall indemnify CITY against any losses, claims, damages, and reasonable costs and expenses directly attributable to CONTRACTOR's failure to deliver the Goods on the Delivery Date.
8. **Warranties.** CONTRACTOR warrants to CITY that for a period of 12 months or the Manufacturer's Warranty, whichever is greater, from the Delivery Date, all Goods will:
  - A. Be free from any defects in workmanship, material, and design;

Contractor: VENDOR  
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- B. Conform to applicable specifications, drawings, designs, samples, and other requirements specified by CITY;
- C. Be fit for their intended purpose and operate as intended;
- D. Be merchantable;
- E. Be free and clear of all liens, security interests, or other encumbrances; and
- F. Not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods or services by CITY. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of CITY's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If CITY gives CONTRACTOR Notice of Noncompliance with this Section, CONTRACTOR shall, at its own cost and expense, promptly/within 30 days replace or repair the defective or nonconforming Goods or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to CONTRACTOR and the delivery of repaired or replacement Goods to CITY.

**9. Designated Representatives.**

- A. CITY designates Program Manager Darin Fitzpatrick, or his designee as its representative in all matters under this Agreement.
- B. CONTRACTOR designates Contact Title, Contact Name as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.

**10. Cooperation of the City.** CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.

**11. Independent Contractor.** The Parties intend that this Agreement will create an independent CONTRACTOR/CITY relationship. No agent, employee, or representative of the CONTRACTOR shall be deemed to be an employee, agent, or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement.

In the performance of the services contemplated in this Agreement, the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated in this Agreement must meet the approval of the CITY and shall be subject to the CITY's general rights of inspection and review to secure the satisfactory completion of the work.

**12. Out of State Business.** If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

Contractor: VENDOR  
Agreement Amount: Not-to-Exceed \$XX,XXX.XX  
Project: MOTOR VEHICLE MAINTENANCE AND REPAIR  
Project Manager: Darin Fitzpatrick, Program Manager

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**13. Proprietary or Confidential Information.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary, or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private proprietary or confidential information.

**14. Ownership and Final Work Product.** Final work products produced by CONTRACTOR in any form shall be delivered in an easily accessible digital format, where applicable. ALL work products of CONTRACTOR provided hereunder shall become the property of CITY.

**15. Public Records.** CONTRACTOR acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, et seq.) (the "Act"); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONTRACTOR's Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If CONTRACTOR believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONTRACTOR bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third-party claim seeking disclosure of the public record or any portions thereof.

**PLEASE INITIAL:**

\_\_\_\_\_ CONTRACTOR has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONTRACTOR bears the burden of proving any claimed exemption under the Act, and (2) CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third-party claim seeking disclosure of the public record or any portions thereof.

**16. Labor Code Compliance and Prevailing Wage.**

A. **General.** The Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at § 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. CONTRACTOR must also post all job site notices required by laws or regulations pursuant to Labor Code § 1771.4.

B. **Prevailing Wages.** Each worker performing Services under this Agreement that is covered under Labor Code §§ 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the CITY's principal office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code § 1775, CONTRACTOR and any subcontractor will forfeit to CITY as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

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- C. **Working Day.** Pursuant to Labor Code § 1810, eight (8) hours of labor consists of a legal day's work. Pursuant to Labor Code § 1813, CONTRACTOR will forfeit to CITY as a penalty the sum of \$25 for each day during which a worker employed by CONTRACTOR or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code § 1815. All Services must be carried out during regular CITY working days and hours unless otherwise specified in the **Exhibit A** Scope of Services or authorized in writing by CITY.
- D. **Payroll Records.** CONTRACTOR and its subcontractors must maintain certified payroll records in compliance with Labor Code §§ 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, CONTRACTOR and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code §§ 1771, 1811, and 1815. Unless the Agreement is under \$15,000, CONTRACTOR must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
- E. **Apprentices.** If the Agreement is for \$30,000 or more, CONTRACTOR must comply with the apprenticeship requirements in Labor Code § 1777.5.
- F. **DIR Monitoring, Enforcement, and Registration.** This Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to § 1725.5 of the Labor Code, and CONTRACTOR and any subcontractor must be registered with the DIR to perform public works projects.
- 17. Financial Records of Contractor.** CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.
- 18. Compliance with Law.** CONTRACTOR shall comply with all applicable laws, regulations, and ordinances. CONTRACTOR has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
- 19. Conflict of Interest.** CONTRACTOR certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement, CITY Resolution No. 2020-017, California Government Code § 1090, et seq., or the Political Reform Act, as set forth in California Government Code § 81000, et seq., and its accompanying regulations. CONTRACTOR agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement. Any violation of this Section constitutes a material breach of the Agreement.
- Pursuant to California Government Code section 1097.6, when applicable, CONTRACTOR/CONSULTANT's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this

agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR/CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR/CONSULTANT shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

**20. Nondiscrimination.** CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

**21. Prohibited Interest.** No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds of this Agreement.

**22. Political Activity Prohibited.** None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**23. Indemnification.**

A. To the fullest extent permitted by law, CONTRACTOR must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of CONTRACTOR, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of CONTRACTOR under the Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of CONTRACTOR's bid for the Agreement. CONTRACTOR's failure or refusal to timely accept a tender of defense pursuant to this Agreement will be deemed a material breach of the Agreement. City will timely notify CONTRACTOR upon receipt of any third-party claim relating to the Agreement, as required by Public Contract Code § 9201. CONTRACTOR waives any right to express or implied indemnity against any Indemnitee. CONTRACTOR's indemnity obligations under this Agreement will survive the expiration or any early termination of the Agreement.

B. CONTRACTOR does now remise, release, forever discharge and covenant not to sue the CITY, its Council, agents, servants, employees, officers, successors and assigns, and also any and all other persons, associations and corporations, whether or not named in this Agreement, who, together with the above named, may be jointly and severally liable to CONTRACTOR, of and from any and all actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands in law or equity, including claims for contribution, arising from and by reason of any and all known and

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unknown, foreseen and unforeseen bodily and personal injuries or death, damage to property, and the consequences of the same, which previously have been or which later may be sustained by CONTRACTOR or by any and all other persons, associations and corporations, from all liability arising out of or in connection with this Agreement. Notwithstanding the foregoing, CONTRACTOR may assert claims against the CITY arising from the sole negligence, active negligence, or willful misconduct of the CITY.

C. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided in this Agreement.

**24. Intellectual Property Indemnification.** CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and any Indemnified Party against any and all losses arising out of or in connection with any claim that CITY's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall CONTRACTOR enter into any settlement without CITY's or Indemnified Party's prior written consent.

**25. Insurance.** CONTRACTOR shall procure and maintain for the duration of the Agreement, 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 by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be incorporated in the CONTRACTOR's proposal.

A. **Required Insurance.** CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR's sole cost and expense:

i. **Comprehensive General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, including, without limitation, blanket contractual liability, with limits no less than two million dollars (\$2,000,000) 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.

ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than five million dollars (\$5,000,000) per accident for bodily injury and property damage.

iii. **Workers' Compensation:** 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. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all the subcontractor's employees.

i. **Garage Liability insurance, which covers the services to be performed under this Agreement, in the minimum amount of one million dollars (\$1,000,000).**

- ii. **Garage Keepers Legal Liability** insurance which covers the services to be performed under this Agreement, in the minimum amount of \$75,000 per incident.
- iv. **Contractors' Pollution Legal Liability** (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

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

**B. The liability policies must contain, or be endorsed to contain the following provisions:**

- i. *Additional Insured Status:* CITY, its Council, 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 the 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 the 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).
- ii. *Primary Coverage:* For any claims related to this agreement, the **CONTRACTOR's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the CITY, its Council, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its Council, officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- iii. *Umbrella or Excess Policy:* The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR's primary and excess liability policies are exhausted.
- iv. *Notice of Cancellation:* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.



- v. *Waiver of Subrogation:* CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the 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.
- vi. *Self-Insured Retentions:* Self-insured retentions must be declared to and approved by CITY. The CITY may require the 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by CITY. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. CITY may deduct from any amounts otherwise due to CONTRACTOR to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. CITY reserves the right to obtain a copy of any policies and endorsements for verification.
- vii. *Acceptability of Insurers:* Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
- viii. *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.
- ix. *Verification of Coverage:* CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. *Duration of Coverage:* CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence

of insurance must be provided **for at least five (5) years after completion of the agreement of work.**

- xi. **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.

**PLEASE INITIAL:**

\_\_\_\_\_ CONTRACTOR has read and understood the insurance requirements outlined above and hereby affirms that (1) the cost of providing such insurance has been incorporated into CONTRACTOR's SOQ, and (2) that CONTRACTOR provided the required documentation for insurance coverages prior to execution of this Agreement.

- 26. Suspension of Performance.** For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR's work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR's compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.
- 27. Assignment.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR must not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 28. Termination.** CITY may terminate this Agreement, in whole or in part, at any time, by providing at least ten (10) days' written notice to the other party. The CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for such property and dispose of it in a manner directed by the CITY.

If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within fourteen (14) days after written notice of such failure, the CITY may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

- 29. Survival.** Subject to the limitations and other provisions of this Agreement:
- A. The representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and
  - B. Sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.
- 30. Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law,

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in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if CITY terminates in accordance with this Agreement, CONTRACTOR's sole and exclusive remedy is the right to payment for the Goods received and accepted.

### **31. Force Majeure.**

- A. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion caused by a third party; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; or (i) other similar events beyond the reasonable control of the Impacted Party.
- B. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given under Section 31, either Party/the other Party may thereafter terminate this Agreement upon fourteen (14) days' written notice.

**32. Notices.** If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

**33. Invoicing, Payments, Notices.** CONTRACTOR shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

CITY shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. CITY shall pay undisputed invoices within net thirty (30) days from receipt of the invoice.

Transmittal of Notices and Invoices are as follows:

**To CITY**  
City of San Ramon  
7000 Bollinger Canyon Road  
San Ramon, CA 94583  
[cityclerk@sanramon.ca.gov](mailto:cityclerk@sanramon.ca.gov)

**To CONTRACTOR:**  
VENDOR  
Address  
Address  
Email

Contractor: VENDOR  
Agreement Amount: Not-to-Exceed \$XX,XXX.XX  
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Project Manager: Darin Fitzpatrick, Program Manager

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**Copy To:**

Jonette Fuentes, Administrative Analyst  
[jfuentes@sanramon.ca.gov](mailto:jfuentes@sanramon.ca.gov)

**Invoices to CITY:**

City of San Ramon  
**Attn:** Darin Fitzpatrick, Program Manager  
7000 Bollinger Canyon Road  
San Ramon, CA 94583  
[psinvoices@sanramon.ca.gov](mailto:psinvoices@sanramon.ca.gov)

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- 34. Commencement, Completion and Closeout.** Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

- 35. Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

- 36. Severability.** If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision of this Agreement is in conflict with any statutory provision of the state of California, such conflicting provision shall be deemed inoperative and null and void insofar as it may be in conflict with such statutory provisions and shall be deemed modified to conform to such statutory provisions.

- 37. Entire Agreement, Time of Essence, No Waiver.** The parties agree that this Agreement is the complete expression of the terms of this Agreement and any oral representations or understandings not incorporated in this Agreement are excluded. Failure to comply with any of the provisions of this Agreement shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. In the event of conflict between the body of this Agreement and its Exhibit(s), the terms of the body of this Agreement shall prevail.

- 38. Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is

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understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile, and scanned signatures shall be binding the same as originals.

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*Signatures intentionally omitted.*

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*Agreement Amount:* Not-to-Exceed \$XX,XXX.XX  
*Project:* MOTOR VEHICLE MAINTENANCE AND REPAIR  
*Project Manager:* Darin Fitzpatrick, Program Manager

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[END OF ATTACHMENT A]

## Attachment B – Scope of Services

The City of San Ramon is soliciting Statement of Qualifications for:

### **MOTOR VEHICLE MAINTENANCE AND REPAIR SERVICES**

Interested Contractors are invited to submit Statement of Qualifications (SOQ) to the City of San Ramon (CITY) in accordance with the conditions and terms described in the Request for Qualifications (RFQ) document.

The CITY reserves the right to award all, some, or none of the tasks from the scope of work, as the public good may require, and may select to award multiple contract Agreements in order to complete services, as necessary. The CITY encourages Respondents to submit an SOQ to furnish ANY and ALL of the services requested herein. While the CITY Departments are combining efforts to solicit SOQ for Motor Vehicle Maintenance and Repair Services in one competitive process; the Public Works Department and Police Services Department will manage their own separate contract Agreements with the awarded vendor(s).

### **Background**

The City requires Motor Vehicle Maintenance and Repair Services (“**Services**”), including Preventive Maintenance (PM), for 163 autos, vans, light and medium-duty trucks operated by the Public Works Department and public safety vehicles operated by the Police Services Department (**Appendix A**).

Public Works Department:

1. 88 - Passenger cars, compact pickups, light duty and medium-duty pickup trucks (Gross Vehicle Weight Rating less than 10,001 lbs.);
2. 14 - Heavy duty vehicles (dump trucks, stake bed trucks, chipper trucks, etc.); and
3. 11 – Trailers.

Police Services Department:

1. 32 - Patrol cars;
2. 31 - Police vehicles, other than Patrol cars;
3. 2 - Specialty vehicles; and
4. 4 – Trailers.

The largest portion of the fleet consists of passenger cars and, light and medium-duty trucks. (**Appendix A**). Currently, the CITY performs minor vehicle maintenance services in-house and/or through the use of CONTRACTORS, including preventive maintenance (PM), for passenger cars and light and medium-duty trucks.

The CITY uses CONTRACTORS for maintenance and repair of large trucks and specialty equipment such as boom trucks, tractors, and off-road vehicles. In addition, specialty services such as auto and truck body repair, upholstery repair, tire replacement and repair, installation and maintenance of police communications and emergency equipment, and certification of lift equipment are currently provided by CONTRACTORS. Warranty repairs are performed by authorized dealers and repair facilities.

## **Scope of Work**

Under this contract Agreement, the CONTRACTOR will perform routine preventive maintenance (PM) on these vehicles, on a mileage schedule to include inspection, lubrication, and oil and filter changes occurring at predetermined intervals (**Appendix B**).

Beyond performing PMs, other routine maintenance and repair services will be required, including, but not limited to:

1. Mechanical and Electrical System Diagnosis and Repair
2. Lamp Replacements
3. Smog Testing and Certification
4. Battery Replacement
5. Brake System Repair And Replacement Service
6. Tire Replacement
7. Glass Replacement
8. Upholstery Repair
9. Muffler and Exhaust Service
10. Wheel Alignment
11. Suspension Service

The CITY recognizes that, due to the specialized nature of some of this work, work may be required to be performed by subcontractors or through separate contracts for these services. Large trucks, specialty and off-road vehicles will continue to be maintained under separate contracts with various vendors.

The CONTRACTOR shall furnish tools, equipment, and incidentals, and perform all the work involved in executing the contract in a satisfactory and workmanlike manner. In the event materials and/or equipment are to be furnished by the CITY, as agreed on, this shall not relieve the CONTRACTOR of the above requirements to furnish all other labor, materials and equipment to complete the contract.

By contracting vehicle PM and the routine maintenance and repair services identified above, the CITY expects that the CONTRACTOR will provide:

1. Timely service which meets the operational requirements of both Public Works Department and Police Services Department.
2. Convenient, consistent, quality service to clearly defined standards. All repairs are to be OEM or equivalent. Exceptions will be individually considered on a case by case basis.
3. Flexibility in delivering service as the operational requirements of the CITY change.
4. The benefits of updated industry practices, certifications, and updated technology
5. Economical delivery of vehicle maintenance and repair services
6. Efficient and economical administration of the contract(s) by the CITY

## **Price**

Services shall be quoted at flat rates per type of PM service, inclusive of all charges for labor, parts, oils/lubricants/sprays, taxes, and any/all charges for regulatory or disposal fees. For repair services, these will be billed using Mitchell, All-Data or OEM flat rate schedules to be billed at a specific shop rate. The SOQ will specifically compare this rate to the rate charged a retail customer of the shop. Those repairs to or installations of specialty equipment that may from time to time be required by the CITY may be billed as time and materials but require a written estimate and prior approval by the Contract Project Manager(s).



Similarly, although specific parts pricing is not required as part of this RFQ except as noted for flat rate PM pricing above, it is a critical component in the total cost of providing these services and consequently, when required all parts pricing shall be expressed as a percentage discount from (-) or added to (+) the most current JOBBER NET price sheet. Additionally, specific discounts shall be separately itemized for the following high usage products: brake pads/linings. Copies of this price sheet shall be provided to the City's Contract Manager(s).

During the contract term, CONTRACTOR will be required to provide specific justification for any price increases requested, together with documentation to support any such request. Such justification may include CPI increase or labor wage/benefit increases.

## **Operational Requirements**

### **Police Services Department (SRPD)**

Ensuring in-service status of Public Safety Vehicles is the highest priority of the City. The SRPD operates 24 hours per day with vehicles accruing mileage at a very rapid rate. Despite the SRPD's best efforts to schedule PM services proactively, the inherent unpredictability of mechanical breakdowns makes this a difficult task. Additionally, scheduling repairs for unplanned failures presents an even greater challenge. Without prior appointment, the SRPD shall require the vehicle maintenance vendor to accommodate an 8 hour turnaround for up to two to three (2-3). Public Safety Vehicle PM services, sometimes with brake replacement or other potential repairs included. Note: this is not a daily scenario but can be expected to occur. Additionally, unscheduled drop in visits for minor repair to ensure in-service status (lamp replacement, tire repair, etc.) of public safety vehicles are expected to be accommodated on-duty officers while they wait. PMs of SRPD vehicles other than emergency patrol vehicles shall be scheduled and require a turnaround of no more than 24 hours. Repairs other than PM or routine repair will be scheduled in coordination with the SRPD.

Currently, the SRPD has several vehicles that require one of its two batteries (auxiliary AGM) to be rotated during every PM performed. The replacement battery will come from a shelf the SRPD will provide that is equipped with three (3) charging stations. The shelving unit is a traditional six foot (6') long open unit that is free standing and will accommodate the extra batteries to accommodate our rotating system. The contractor would be expected to identify a location that the shelving unit would live at Contractors site.

### **Tires**

The Police Services Department and Public Works Department currently purchases its tires from Tire Hub through a Government Contract. The CONTRACTOR would be expected to house up to 24 tires on hand for Police Pursuit Vehicles. The CONTRACTOR would be expected to provide an updated inventory when tires are installed on our vehicles or delivered by Tire Hub (tires ordered by Contractor when used on our vehicles). The CONTRACTOR will not be responsible for the administration or payment of Tire Hub invoices. The CONTRACTOR would be expected to physically attach any Tire Hub invoice to the CONTRACTOR's tire labor invoice, ensuring the Police Services Department and Public Works Department could process Tire Hub invoices.

The CONTRACTOR should be aware that the Police Services Department has 20,000 lbs. Lenco Bearcat armored vehicle, built on a 2019 F550 Ford Chassis. This vehicle has 40" tall heavy tires and wheels. The CONTRACTOR will be expected to store the spare tire/wheel at CONTRACTOR's facility indoors.

The CONTRACTOR would be expected to keep any CITY vehicles, trailers or equipment stored indoors during non-business hours.

## **Public Works Department (PW)**

The PW Department will make every effort to pre-schedule vehicle PM service. When scheduled, PM service of Public Works vehicles shall require the vehicle maintenance CONTRACTOR to accommodate a turnaround of no more than 8 hours. Without prior appointment, the PW Department shall require the vehicle maintenance CONTRACTOR to accommodate a 24 hour turnaround for one (1) Public Works Vehicle PM service, sometimes with brake replacement or other potential repairs included. Additionally, unscheduled drop in visits for minor repair to ensure in-service status (lamp replacement, tire repair, etc.) are expected to be accommodated with 2 hour turnaround.

The terms of the contract will include penalties for failure to meet these performance standards and for come backs resulting from failure to properly address service and repair needs.

**Vendors shall include in their Statement of Qualification at least three (3) references of Public Agency and/or corporate fleet operators to whom PM and repair services were provided in the last five (5) years AND the Vendor Capabilities “Ability to Perform” checklist for outlining your shop’s capabilities.**

## **Future Changes to the Scope of Work**

### **Changes Initiated by the CITY**

The CITY reserves the right to add, delete or change areas under the Agreement and may do so upon giving written notice to the CONTRACTOR. Funds not appropriated by City Council action may result in modification, cancellation, reduction in scope, and/or reduction in compensation. If these changes cause an increase or a reduction in the maintenance costs included in this Agreement, they shall be readjusted and, when agreed upon, incorporated into an Amendment to the Agreement.

### **Changes Requested by the Contractor**

Changes requested in the specifications shall be made in writing. Approved changes shall be made by written amendment to the agreement between the CONTRACTOR and CITY at a reduction in cost or at no additional cost to the CITY. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand acceptance of such changes.

### **Change Orders**

Change orders shall be in writing and state the dollar value of the change or established method of payment, any adjustment in contract time, and when negotiated prices are involved, shall provide for the CONTRACTOR'S signature indicating the acceptance. If no emergency or protest exists, a contract change order will not become effective until the CITY'S Project Manager approves it.

In the case of a maintenance agreement, should additional work not be covered under the annual contingency, the additional work must be agreed upon through a signed Amendment to the original Agreement.

## **Extra Work**

New and unforeseen work will be classified as extra work when determined by the Director or Designee that such work is not covered by any of the various items for which there is pricing or by combination of such items. In the event portions of such work are determined by the Director or Designee to be covered by none of the various items for which there is pricing or combination of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Specifications.

The CONTRACTOR shall do such extra work and furnish labor, materials, and equipment therefore upon receipt of a written supplemental agreement between the CONTRACTOR and CITY or other written order of the Director or Designee. The CONTRACTOR shall not be entitled to payment without an approved written order of the Director or designee.

**APPENDIX A – Vehicle Inventory  
PUBLIC WORKS**

<b>VEHICLE #</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>
1	2018	CHEVROLET	SILVERADO	1GCNCNEH8JZ310094
3	2021	GMC	2500	1GCOWLE7OMF217587
4	2011	GMC	SIERRA 1500	3GTP1TEA3BG173122
5	2021	CHEVROLET	COLORADO	1GCHSBENXM1262041
6	2016	FORD	F150	1FTMF1C89HKC07784
7	2023	CHEVROLET	SILVERADO 2500HD	1GB0WLE76PF158618
8	2009	GMC	SIERRA 2500HD	1GDHC44659F159652
9	2007	FORD	F450	1FDXF46Y67EA85727
10	2017	FORD	F250	1FTBF2A61HEC03323
11	2021	GMC	2500	1GCOWLE71MF218215
12	2017	FORD	F550	1FDUF5GY9HEB23430
13	2016	FORD	F250	1FDBF2A60HEB14368
14	2020	FORD	RANGER XLT	1FTER1EH3LLA52872
15	2016	FORD	F650	1FDNF6DC1GDA03421
16	2018	GMC	SIERRA 2500HD	1GT02REGXJZ314045
17	2018	GMC	SIERRA 2500HD	1GT02REGXJZ314045
18	2018	GMC	SIERRA 2500HD	1GD01REG2JZ344090
19	2018	GMC	SIERRA 2500HD	1GD01REGXJZ344998
20	2020	FORD	RANGER	1FTER1EH5LLA52873
21	2018	GMC	SIERRA 2500HD	1GD01REG6JZ342617
22	2018	CHEVROLET	SILVERADO	1GCNCNEH5JZ309243
23	2008	GMC	C4500	1GCDE4C1918F408553
24	2019	GMC	SAVANA	7GZ37SCG2KN000085
25	2020	CHEVROLET	2500	1GB0WLE75LF335220
26	2021	GMC	SIERRA 2500	1GCOWLE78MF218390
27	2016	FORD	F550	1FDUF5GT5GED32537
28	2020	CHEVROLET	2500	1G0WLE71LF223980
29	2020	FREIGHTLINER	122SD	3ALHGNDVXLDKW4649
30	2020	CHEVROLET	3500	1GB3WRE74LF268058
31	2021	GMC	2500	1GCOWLE72MF218501
32	2007	GMC	SIERRA 2500HD	1GTHC24K37E600266
33	2020	CHEVROLET	2500	1GB0WLE73LF277303
34	2020	CHEVROLET	2500	1GB0WLE71LF335215

35	2008	GMC	C4500	1GDE4C1918F408259
36	2020	CHEVROLET	2500	1GB0WLE78LF335020
40	2021	CHEVROLET	COLORADO	1GCGSBEN0M1194957
41	2021	CHEVROLET	COLORADO	1GCGSBEN8M1194897
43	2009	GMC	SIERRA 2500HD	1GDHC44679F160141
48	2000	FORD	F450	1FDXF46S6YEE09577
55	2022	GMC	SIERRA 1500	3GDNHAED4NG649489
56	2002	FORD	F550	1FDAF56F72ED13799
62	2022	CHEVROLET	SILVERADO 1500	3GBNAAED9NG658668
63	2007	GMC	SIERRA 2500HD	1GTHC24U57E127326
65	2007	FORD	RANGER XLT	1FTYR44E97PA17273
66	2007	FORD	RANGER XLT	1FTYR44E77PA17272
68	2007	GMC	CANYON SLE	1GTCS19EX78222052
69	2007	GMC	CANYON	1GTDS19E078107240
74	2009	GMC	SIERRA 2500HD	1GDHC44K39F136805
75	2009	GMC	SIERRA 2500HD	1GDHC44K59F136658
76	2009	GMC	SIERRA 2500HD	1GDHC44K59F136529
77	2009	GMC	SIERRA 2500HD	1GDHC44K39F137310
78	2010	GMC	SIERRA 1500	3GTXCYEJ2AG281401
79	2010	GMC	SIERRA 1500	3FTXCYEJ8AG284643
80	2011	GMC	SIERRA 3500HD	1GD312CL4BF132301
81	2009	GMC	C4500	1GDE4C1939F408393
82	2011	GMC	SIERRA 1500	3GTU1YEJ6BG175107
83	2011	GMC	SIERRA 2500HD	1GD01ZCL1BF146216
84	2011	GMC	SIERRA 2500HD	1GD01ZCL4BF145061
85	2012	INTERNATL	TERRA STAR SFA	1HTJSSKK2CJ549080
86	2013	GMC	SIERRA 2500HD	1GD01ZC87DF113512
87	2013	GMC	SIERRA 2500HD	1GT01ZC80DF111282
88	2013	GMC	SIERRA 2500HD	1GD01ZC89DF112216
89	2014	CHEVROLET	SILVERADO 2500HD	1GC0CVCG3EF159175
90	2014	CHEVROLET	SILVERADO 2500HD	1GC0CVCG1EF161748
91	2014	CHEVROLET	SILVERADO 2500HD	1GB0CVCG4EF159464
92	2014	CHEVROLET	SILVERADO 2500HD	1GB0CVCG1EF159454
93	2014	FORD	F150 XL	1FTNF1CF0EKD94198
94	2014	FORD	F150 XL	1FTNF1CF7EKD94196
95	2014	FORD	F150 XL	1FTNF1CF2EKD94199
96	2014	FORD	F150 XL	1FTNF1CF5EKD94200

97	2014	FORD	F150 XL	1FTNF1CF9EKD94197
98	2015	FORD	F250 XL	1FDBF2A68FEC37686
99	2015	FORD	F250 XL	1FDBF2A6XFEC37687
100	2015	TOYOTA	PRIUS	JTDZN3EU3FJ022812
101	2015	FORD	F350	1FTSW2XG3FKA50331
102	2015	FORD	F250 XL	1FDBF2A6XFEC37690
103	2015	FORD	F250 XL	1FDBF2A61FEC37691
104	2015	FORD	F250 XL	1FDBF2A61FEC37688
105	2015	FORD	F250 XL	1FDBF2A63FEC37689
B1	2023	CHEVROLET	BOLT EUV	1G1FY6S03P4111964
B2	2023	CHEVROLET	BOLT EUV	1G1FY6S01P4112353
B3	2023	CHEVROLET	BOLT EUV	1G1FY6S01P4111980
B4	2023	CHEVROLET	BOLT EUV	1G1FY6S0XP4112321
B6	2009	FORD	RANGER	1FTYR14E39PA00485
B7	2018	CHEVROLET	COLORADO	1GCHSCEA1J1306698
B8	2018	CHEVROLET	COLORADO	1GCHSCEA8J1306505
B9	2018	CHEVROLET	COLORADO	1GCHSCEA1J1306717
B10	2018	CHEVROLET	COLORADO	1GCHSEAXJ1306649
E1	2017	FORD	F150	1FTEX1CPOHKE39232
E2	2017	FORD	F150	1FTEX1CP2HKE39233
E3	2017	FORD	F150	1FTEW1EP4JFA08813
E4	2017	FORD	F150	1FTEX1CBOJKC26291
E5	2007	DODGE	DURANGO	1D8HB38N57F565884
E6	2008	FORD	F150	1FTRX12W98FCO7263
E7	2023	CHEVROLET	BOLT EUV	1G1FY6S05P4111979
E8	2023	CHEVROLET	BOLT EUV	1G1FY6S07P412339
IT1	2008	CHEVROLET	UPLANDER	1GBDV1378D133789
PCS1	2017	FORD	TRANSIT 150	1FTYE9ZM5HKA11459
PCS2	2013	FORD	F350	1FDDE3FL9DDB12817
PCS3	2013	FORD	F450	1FDDE4FS1DDA72797

**POLICE SERVICES**

<b>VEHICLE #</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>FUEL</b>	<b>VIN #</b>
69	1952	CHEV	BELAIR	Unleaded	KAA324974
70	1982	CHEV	MOT. HM.	Unleaded	1GBKP37W8C3301297
71	2008	CHEV	HHR	Unleaded	3GCCA05P08S700685
72	2009	CHEV	MALIBU	Unleaded	1G1ZG57K294256727
73	2008	DECATUR	RADAR TRIR.	Unleaded	1B9BR09188H659071
74	2008	DECATUR	RADAR TRIR.	Unleaded	1B9BR09188H659071
75	1992	DODG.	CARVN.	Unleaded	2B7FH1134NR652747
76	2006	DODG.	CHARGER	Unleaded	2B3KA43G46H495637
77	2006	DODG.	CHARGER	Unleaded	2B3KA43G66H495638
78	2006	DODG.	CHARGER	Unleaded	2B3KA43H86H504347
79	2007	DODG.	CHARGER	Unleaded	2B3KA43G07H822715
80	2007	DODG.	CHARGER	Unleaded	2B3KA43G27H822716
81	2007	DODG.	CHARGER	Unleaded	2B3KA43G77H877811
82	2000	FORD	CR. VIC.	Unleaded	2FAFP71W9YX207037
83	2001	FORD	CR. VIC.	Unleaded	2FAFP71W41X193747
84	2005	FORD	CR. VIC.	Unleaded	2FAHP71W65X116263
85	2005	FORD	CR. VIC.	Unleaded	2FAHP71W85X116877
86	2006	FORD	CR. VIC.	Unleaded	2FAHP71WX6X105090
87	2006	FORD	CR. VIC.	Unleaded	2FAHP71W06X107513
88	2007	FORD	CR. VIC.	Unleaded	2FAFP71W07X105821
89	2007	FORD	CR. VIC.	Unleaded	2FAHP71W87X111066
90	2007	FORD	CR. VIC.	Unleaded	2FAHP71W87X141457
91	2007	FORD	CR. VIC.	Unleaded	2FAHP71W97X111058
92	2007	FORD	CR. VIC.	Unleaded	2FAHP71WX7X111067
93	2007	FORD	CR. VIC.	Unleaded	2FAHP71WX7X141458
94	2008	FORD	CR. VIC.	Unleaded	2FAHP71V18X123469
95	2008	FORD	CR. VIC.	Unleaded	2FAHP71V18X123472
96	2008	FORD	CR. VIC.	Unleaded	2FAHP71V58X158774
97	2008	FORD	CR. VIC.	Unleaded	2FAHP71V78X158775
98	2008	FORD	CR. VIC.	Unleaded	2FAHP71V88X123470
99	2008	FORD	CR. VIC.	Unleaded	2FAHP71V98X158776
100	2008	FORD	CR. VIC.	Unleaded	2FAHP71VX8X123471
101	2010	FORD	CR. VIC.	Unleaded	2FABP7BV2AX110241
102	2010	FORD	CR. VIC.	Unleaded	2FABP7BV2AX127637
103	2010	FORD	CR. VIC.	Unleaded	2FABP7BV4AX110242
104	2010	FORD	CR. VIC.	Unleaded	2FABP7BV4AX127638
105	2010	FORD	CR. VIC.	Unleaded	2FABP7BV6AX127639
106	2011	FORD	CR. VIC.	Unleaded	2FABP7BV2BX135500

107	2011	FORD	CR. VIC.	Unleaded	2FABP7BV4BX135501
108	2011	FORD	CR. VIC.	Unleaded	2FABP7BV6BX135502
109	2011	FORD	CR. VIC.	Unleaded	2FABP7BV8BX135498
110	2011	FORD	CR. VIC.	Unleaded	2FABP7BV8BX135503
111	2011	FORD	CR. VIC.	Unleaded	2FABP7BVXBX135499
112	2002	FORD	E-250	Unleaded	1FTNE24L12HA59649
113	2008	FORD	E-450	Unleaded	1FD4E45S48DA91987
114	2010	FORD	EDGE	Unleaded	2FMDK3GC5ABA72532
115	2009	FORD	ESCAPE	Unleaded	1FMCU49389KA25117
116	2002	FORD	EXPED.	Unleaded	1FMPU16L62LA44768
117	2010	FORD	Fusion	Unleaded	3FAHP0HG4AR259274
118	2011	FORD	Fusion	Unleaded	3FAHP0HG9BR144378
119	2002	FORD	RANGER	Unleaded	1FTYR44E12PA17308
120	2008	FORD	RANGER	Unleaded	1FTYR44E88PA05083
121	2011	FORD	RANGER	Unleaded	1FTKR1EE7BPA06896
122	2005	FORD	TAURUS	Unleaded	1FAFP53235A165144
123	2008	FORD	TAURS	Unleaded	1FAHP24W78G177436
124	2001	FORD	WNDSTR.	Unleaded	2FMZA51401BB35445
125	1994	GMC	SUBUR.	Unleaded	1GKFK16K6RJ770380
126	2001	GMC	YUKON	Unleaded	1GKEC13T41R212751
127	2003	Hrly.	FLHP-1	Unleaded	1HD1FHW113Y704374
128	2007	Hrly.	FLHTP	Unleaded	1HD1FMM127Y718575
129	2007	Hrly.	FLHTP	Unleaded	1HD1FMM127Y720536
130	2007	Hrly.	FLHTP	Unleaded	1HD1FMM197Y719139
131	2007	Hrly.	FLHTP	Unleaded	1HD1FMM1X7Y681923
132	2009	Hrly.	FLHTP	Unleaded	1HD1FMM159Y679158
133	1997	SMART	RADAR TRIR.	Unleaded	1K9BS0810VK118598



**APPENDIX B – Preventative Maintenance Checklist**

[ATTACHED SEPARATELY TO THIS PUBLISHING]

[END OF ATTACHMENT B]

**Attachment C – Proposed Price Schedule**

<b>Preventive Maintenance</b>	
<b>Flat rate per PM parts (up to 6 quarts motor oil), labor, waste disposal</b>	
<b>Classification</b>	<b>Flat Rate</b>
Light Duty Vehicles (3/4 ton and under)	\$
Heavy Duty Vehicles (One 3500 thru 5500 series)	\$
<b>Additional Services as Needed or Requested. Flat Rate per Service Includes labor</b>	
<b>Service</b>	<b>Flat Rate per Service</b>
Flush and replace brake fluid	\$
Cooling system drain and refill (up to four gallons coolant)	\$
Battery service, test, remove and clean terminals, clean case and tray	\$
Smog inspection	\$
Replace fuel filter on diesel vehicles (not including in tank fuel filters)	\$
Tire repair, includes service TPMS as necessary	\$
Mounting and balancing of city supplied tire (each)	\$
Stock miniature lamp replacement	\$
<b>Additional Repairs as Necessary. Flat rate, labor only (after discount) DOES NOT INCLUDE PARTS OR WASTE DISPOSAL</b>	
<b>Service</b>	<b>Flat Rate per Service</b>
Replace automatic transmission filter and fluid (drain converter if applicable) (most cars and light trucks)	\$
Transmission fluid flush	\$
Replace Air filter	\$
Brake service, per axle, replace pads & rotors (through 1 ton vehicles)	\$
Brake service w/ bearing repack (through 1 ton vehicles)	\$
Resurface brake rotor or drum (pair)	\$
Check only, no adjustments	\$
Alignment: Thrust angle alignment	\$
Alignment: Four wheel alignment	\$
<b>Additional Repairs as Necessary.</b>	
Posted Shop Rate per Hour	\$
City's Shop Rate per Hour	\$
City's Labor Discount (%)	%
City's Parts Discount (%) – not including tires	%
<b>Services to be Included In Basic Preventive Maintenance Services. Additional Services Priced Separately</b>	
Change engine oil & filter	\$
Check for noticeable fluid leaks	\$
Inspect front suspension	\$
Check steering linkage	\$
Lube suspension, rubber bushings, u-joints, lift gates, other "zerc fittings" as necessary	\$

Check front wheel bearing play	\$
Inspect rear suspension	\$
Check transfer case lubricant level and condition (if equipped)	\$
Check front differential lubricant level and condition (if equipped)	\$
Check rear differential lubricant level and condition (if equipped)	\$
Inspect u-joints and/or constant velocity joints	\$
Check all (4) brakes	\$
Inspect brake hoses	\$
Rotate tires	\$
Inspect tires and adjust tire pressure to manufacturers specifications	\$
Inspect exhaust system	\$
Inspect air filter	\$
Check engine oil level	\$
Check / top off automatic transmission fluid	\$
Inspect hoses	\$
Check / top off coolant level; IF LOW, perform cooling system pressure check	\$
Check / top off brake fluid	\$
Check / top off power steering fluid	\$
Inspect accessory belt condition and tension	\$
Check / Refill windshield washer reservoir	\$
Lubricate driver door hinges	\$
Silicone spray driver door window tracks	\$
Graphite lube ignition, door and trunk lock cylinders	\$
Waxlube hood and front door rubber snubbers	\$
Check headlights, taillights, turn signals, brake lights and horn for proper operation	\$

Name of Company: \_\_\_\_\_

### VENDOR CAPABILITIES

The Respondent's Statement of Qualifications (SOQ) shall specifically address the following items. For convenience they are formatted as **Yes**, **No**, **Not Applicable (NA)**, or **S** (where applicable) to note the use of a subcontractor to provide the services. Name of subcontractor, and methodology for ensuring subcontractor performance and compliance with the requirements of the CITY will be addressed in the interview.

Please mark an "X" as appropriate in the space provided. **This form MUST be completed and submitted as part of your SOQ.**

Where specific information or identification of the Respondent's plan, or ability to perform, is referenced in these standards; this information will be covered in the subsequent interview with the evaluation panel and is not required as part of the SOQ. Any Respondent may, however include such additional information with his Respondent.

***Ability to meet/provide the following?***

TASK	YES	NO	N/A	S
Priority to Public Safety Vehicles over other customers, sometimes with as little as a half-hour turn-around time needed for "quick-fix" repairs such as lamp replacement, flat tire repair, etc.				N/A
6.5 hour turnaround time for PMs and routine repair of up to four (4) Public Safety Vehicles, with or without a scheduled appointment				N/A
4 hour turnaround time for emergency repairs to Public Safety Vehicles, with or without a scheduled appointment (beyond a "quick-fix" when necessary parts are available)				N/A
24 hour turnaround time for all other scheduled Public Safety Vehicle, non-emergency services				N/A
24 hour turnaround time for all other City Department Vehicles (PM and repair services)				N/A
Notify City users of "Service Due"				
Perform vehicle smog inspection and provide State certification, including all necessary equipment, licensed technicians, and recognition by the State to perform such services.				
Alignment/suspension service				
Brake service				
Glass replacement				
Exhaust/muffler service				
Battery replacement				
Tire repair/replacement on a non-emergency basis				
Cooling system/radiator service				
Vehicle upholstery repair				
Other mechanical repairs, as necessary				
Collision/auto body/paint repair				

TASK	YES	NO	N/A	S
Trained/certified technicians available for all City service				
Comply with employee security/background conditions, as may be required				
Flexibility in increasing and/or decreasing the City's fleet as budgetary or operational needs of the City change				
Experience in performing required services on the makes, types, and classes of vehicles covered in the specifications – please note exceptions below in the “Comments” section				
Service of CNG fueled and Hybrid powered vehicles				
Timely completion of maintenance/repair services through keeping inventory of parts and/or plan for accessing vehicle parts stocking distributors				
Storage and inventory of City supplies products, primarily tires				
Vehicle service tracking software with direct access provided to the City and/or available reporting of service.				
Cooperation with the City in complying with state vehicle inspection program requirements				
Pick-up and delivery of vehicles from City facilities				
Mobile service option for “in the field” maintenance				
Shuttle service				
Vehicle storage with security acceptable to the City.				
Provide and/or coordinate towing services for inoperable vehicles				
Quality Control measures to ensure satisfactory performance under the terms of the contract, including warranty on work performed				
Record keeping and invoicing standards				
Green business status or plan to obtain such certification				
Warranty work on newer vehicles				

Number of employees by job class (e.g. manager, supervisor, clerical, technician, etc.)

Number \_\_\_\_\_ and job class \_\_\_\_\_  
 Number \_\_\_\_\_ and job class \_\_\_\_\_  
 Number \_\_\_\_\_ and job class \_\_\_\_\_  
 Number \_\_\_\_\_ and job class \_\_\_\_\_

Number and type of Industry Certified (ASE) technicians.

Number \_\_\_\_\_ and type \_\_\_\_\_  
 Number \_\_\_\_\_ and type \_\_\_\_\_  
 Number \_\_\_\_\_ and type \_\_\_\_\_  
 Number \_\_\_\_\_ and type \_\_\_\_\_  
 Number \_\_\_\_\_ and type \_\_\_\_\_  
 Number \_\_\_\_\_ and type \_\_\_\_\_  
 Number \_\_\_\_\_ and type \_\_\_\_\_

Name of Company: \_\_\_\_\_

## REFERENCES AND WORK EXPERIENCE

List at least three (3) major contracts for the requested services during the past five (5) years, including contact information for reference checking purposes. Preference may be given to Proposers that have experience with municipalities and/or other government agencies.

Description of Services	Contracting Agency/Company Including name of the owner, contact person, and their address, phone number and/or e-mail address	Dates	Contract Amount

[END OF ATTACHMENT C]

## NOTICE OF SELECTION

SENT VIA \_\_\_\_\_ and  
POSTED ON WEBSITE

**To:** **VENDOR**  
**Address**  
**Address**  
**Email**

SOQ Submission Deadline: **Date**

**From:** City of San Ramon  
7000 Bollinger Canyon Road  
San Ramon, CA 94583

Notice of Selection Posting: **Date**

**Project:** **MOTOR VEHICLE MAINTENANCE AND REPAIR**

The City of San Ramon issues its Notice of Selection to Award the Contract for the above referenced project to **VENDOR**.

A participating party that submitted a Statement of Qualification to the Request for Qualification (RFQ) solicitation and wishes to protest the proposed selection must submit their protest in writing to the City Clerk no later than 5:00 p.m. on the fifth (5<sup>th</sup>) business day following the posting date of this Notice of Selection.

All protests shall be in writing and shall contain the following:

1. A complete statement of the legal grounds for the protest;
2. All the facts relevant to the protest;
3. The form of relief requested; and
4. The legal basis for such relief.

All protests shall be accompanied by any and all documentation supporting the grounds for the protest. The protest shall include the protesting party's: name, address, e-mail address, telephone number, and the name of its representative.

Per the California Public Contract Code, only a Respondent who responded to the RFP may submit a protest for the above-referenced Project. A subcontractor of a Respondent may not submit a protest. A Respondent may not rely on a protest submitted by another party and must timely pursue its own protest.

Protests may be submitted by the fifth (5<sup>th</sup>) business day using the following methods:

1. Email to [cityclerk@sanramon.ca.gov](mailto:cityclerk@sanramon.ca.gov) and [email@sanramon.ca.gov](mailto:email@sanramon.ca.gov);
2. Hand Delivery between 8:30 a.m. – 5:00 p.m.; or
3. USPS or similar.

To: City of San Ramon  
City Clerk  
7000 Bollinger Canyon Road  
San Ramon, CA 94583