

CITY AND COUNTY OF SAN FRANCISCO  
 OFFICE OF CONTRACT ADMINISTRATION  
 PURCHASING DIVISION

CONTRACT  
 71615

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
 For the Term May 1, 2005 Through April 30, 2007

<b>Item No.</b>	<b>Description</b>	<b>Manufacturer</b>	<b>Price List</b>	<b>Date</b>	<b>Vendor</b>	<b>Discount</b>
<b>1.</b>	<b>Air Conditioning Parts</b>	Four Seasons	FS-101-04-01	Jan 05	Pacific Automotive	<u>10 %</u>
1A.	Air Conditioning Parts	A.C. Delco	15A20	Mar 05	City Auto	<u>23 %</u>
1B.	Air Conditioning Parts	Motorcraft	MC10E	Jan 05	City Auto	<u>17 %</u>
<b>2.</b>	<b>Belts &amp; Hoses</b>	Dayco	N/A	N/A	NO AWARD	<u>N/A %</u>
2A.	Belts & Hoses	Gates	432-0900	Apr 05	Pacific Automotive	<u>30 %</u>
2B.	Belts & Hoses	A.C. Delco	35A20	Mar 05	City Auto	<u>20 %</u>
2C.	Belts & Hoses	Goodyear	719-71	Apr 04	City Auto	<u>30 %</u>
2D.	Belts & Hoses	Motorcraft	MC10E	Jan 05	City Auto	<u>19 %</u>
<b>3.</b>	<b>Brake Drums &amp; Rotors</b>	Raybestos	DR202M	June 04	Pacific Automotive	<u>40 %</u>
3A.	Brake Drums & Rotors	Bendix	BW2370	Jan 05	Parts Dist Service	<u>57 %</u>
3B.	Brake Drums & Rotors	Brembo	PSJ0704	July 04	Pacific Automotive	<u>35 %</u>
3C.	Brake Drums & Rotors	Centric	JPL2005	Mar 05	Mackenzie Warehouse	<u>39 %</u>
3D.	Brake Drums & Rotors	Carlson	N/A	N/A	NO AWARD	<u>N/A %</u>
3E.	Brake Drums & Rotors	A.C. Delco	14A20	Mar 05	City Auto	<u>30 %</u>

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4.	Brake Hardware	Raybestos	DP203G	Mar 05	City Auto	<u>40%</u>
4A.	Brake Hardware	Bendix	BW1469	Jan 05	Parts Dist. Service	<u>57%</u>
4B.	Brake Hardware	A.C. Delco	14A20	Mar 05	City Auto	<u>30%</u>
4C.	Brake Hardware	Carlson	C103	Nov 04	Pacific Automotive	<u>35%</u>
4D.	Brake Hardware	Motorcraft	MC10E	Jan 05	City Auto	<u>13%</u>
4E.	Brake Hardware	Centric	JPL2005	Mar 05	Mackenzie Warehouse	<u>35%</u>
5.	<b>Brake Hydraulic &amp; Fluid</b>	Raybestos	H203S	Mar 05	Pacific Automotive	<u>40%</u>
5A.	Brake Hydraulic & Fluid	Bendix	BW1470	Jan 05	Parts Dist. Service	<u>57%</u>
5B.	Brake Hydraulic & Fluid	Wagner	HY1304	May 03	Parts Dist. Service	<u>7%</u>
5C.	Brake Hydraulic & Fluid	A.C. Delco	14A20	Mar 05	City Auto	<u>30%</u>
5D.	Brake Hydraulic & Fluid	Centric	JPL2005	Mar 05	Mackenzie Warehouse	<u>39%</u>
5E.	Brake Hydraulic & Fluid	ACEI	N/A	N/A	NO AWARD	<u>N/A</u>
6.	<b>Brake Shoes &amp; Pads</b>	Raybestos	F203I	Jun 04	Pacific Automotive	<u>40%</u>
6A.	Brake Shoes & Pads	Bendix	BW1470	Jan 05	Parts Dist. Service	<u>57%</u>
6B.	Brake Shoes & Pads	A.C. Delco	14A20	Mar 05	City Auto	<u>30%</u>

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6C.	Brake Shoes & Pads	Wagner	FR2306	Apr 05	Mackenzie Warehouse	<u>26%</u>
6D.	Brake Shoes & Pads	Centric	JPL2005	Mar 05	Mackenzie Warehouse	<u>40%</u>
6E.	Brake Shoes & Pads	Krayfield	2004-0710	Apr 05	Delta Focus	<u>15%</u>
7.	<b>Brake Pads (Carbon Metallic)</b>	Performance Friction	MP2004.1	May 04	Parts Dist. Service	<u>36%</u>
7A.	Brake Pads (Carbon Metallic)	Wagner	FR2306	Apr 05	Mackenzie Warehouse	<u>26%</u>
8.	<b>Caps, Gas &amp; Oil</b>	Stant	J243	Aug 04	City Auto	<u>25%</u>
8A.	Caps, Gas & Oil	Gates	432-0900	Apr 05	Pacific Automotive	<u>32%</u>
8B.	Caps, Gas & Oil	A.C. Delco	13A20	Mar 05	City Auto	<u>15%</u>
8C.	Caps, Gas & Oil	Motorcraft	MC10E	Jan 05	City Auto	<u>19%</u>
8D.	Caps, Gas & Oil	Motorad	J1120003	Jan 03	Mackenzie Warehouse	<u>34%</u>
9.	<b>Cutch Fans</b>	Four Seasons	FS101-05-01	Jan 05	Pacific Automotive	<u>10%</u>
9A.	Clutch Fans	A.C. Delco	15A20	Mar 05	City Auto	<u>23%</u>
9B.	Clutch Fans	Hayden	Excel File	Sep 03	City Auto	<u>25%</u>
9C.	Clutch Fans	Master	N/A	N/A	NO AWARD	<u>N/A</u>
10.	<b>Clutches</b>	A-1 Clutch	N/A	N/A	NO AWARD	<u>N/A</u>
10A.	Clutches	Qualitee	N/A	N/A	NO AWARD	<u>N/A</u>

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10B.	Clutches	Sachs	JL05CD	Jan 05	Pacific Automotive	<u>15%</u>
10C.	Clutches	Luk	JPL2005	Mar 05	Mackenzie Warehouse	<u>20%</u>
10D.	Clutches	Perfection	PCL-9040	Sept 04	Mackenzie Warehouse	<u>25%</u>
<b>11.</b>	<b>Emission Control</b>	Standard	STEN9581PL	Dec 04	Pacific Automotive	<u>30%</u>
11A	Emission Control	A.C. Delco	21A20	Mar 05	City Auto	<u>23%</u>
11B.	Emission Control	Motorcraft	MC10E	Jan 05	City Auto	<u>30%</u>
11C.	Emission Control	Niehoff	B0761	Feb 05	City Auto	<u>27%</u>
11D.	Emission Control	Bosch	221054	Jan 05	Mackenzie Warehouse	<u>28%</u>
11E.	Emission Control	Wells	EMSJ-2003	Sept 03	Mackenzie Warehouse	<u>20%</u>
11F.	Emission Control	Denso	4/18/05	Jan 04	City Auto	<u>30%</u>
11G.	Emission Control	NTK	500/512	Apr 05	Pacific Automotive	<u>5%</u>
<b>12.</b>	<b>Engine Parts</b>	Sealpower	2140	May 05	Mackenzie Warehouse	<u>17%</u>
12A.	Engine Parts	Federal Mogul	2140	May 05	Mackenzie Warehouse	<u>17%</u>
12B.	Engine Parts	Melling	Jobber	Mar 05	Mackenzie Warehouse	<u>15%</u>
12C.	Engine Parts	Gates	432-0900	Mar 05	Mackenzie Warehouse	<u>31%</u>

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 71615

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13.	Filters, Air, Oil & Fuel	WIX	1201-6-04	Jun 04	Pacific Automotive	<u>46%</u>
13A.	Filters, Air, Oil & Fuel	A.C. Delco	42A20	Mar 05	City Auto	<u>27%</u>
13B.	Filters, Air, Oil & Fuel	Fram	F2067B	Dec 04	Mackenzie Warehouse	<u>44%</u>
14.	Fuel System Parts	Standard	STEN9581PL	Dec 04	Pacific Automotive	<u>30%</u>
14A.	Fuel System Parts	AC Delco	43A20	Mar 05	City Auto	<u>23%</u>
14B.	Fuel System Parts	Motorcraft	MC10E	Jan 05	City Auto	<u>21%</u>
14C.	Fuel System Parts	Airtex	GJ05AX	Feb 05	Pacific Automotive	<u>30%</u>
14D.	Fuel System Parts	Bosch	221054	Jan 05	Mackenzie Warehouse	<u>15%</u>
14E.	Fuel System Parts	Carter	1841	Dec 04	Mackenzie Warehouse	<u>28%</u>
14F.	Fuel System Parts	Master	N/A	N/A	NO AWARD	<u>N/A</u>
14G.	Fuel System Parts	GB Injection	4/18/05	Apr 05	Mackenzie Warehouse	<u>18%</u>
14H.	Fuel System Parts	Wells	EMSJ-2003	Sep 03	Mackenzie Warehouse	<u>20%</u>
15.	Gaskets	Felpro	700	Sep 04	Mackenzie Warehouse	<u>26%</u>
16.	Head Lamps & Bulbs	Wagner	A17	Oct 03	Pacific Automotive	<u>40%</u>
16A.	Head Lamps & Bulbs	AC Delco	56A20	Mar 05	City Auto	<u>23%</u>
16B.	Head Lamps & Bulbs	G.E.	4/18/05	Mar 00	City Auto	<u>40%</u>

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 PURCHASING DIVISION

CONTRACT  
 71615

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16C.	Head Lamps & Bulbs	Sylvania	A-JOB1103	Nov 03	Mackenzie Warehouse	<u>45%</u>
16D.	Head Lamps & Bulbs	Osram	A-JOB1103	Nov 03	Mackenzie Warehouse	<u>45%</u>
17.	<b>Lighting Safety Products</b>	Peterson	N/A	N/A	NO AWARD	<u>N/A</u>
17A.	Lighting Safety Products	Trucklite	L04	Jan 05	Parts Dist. Service	<u>25%</u>
17B.	Lighting Safety Products	Grote	JA4-JA5	Jan 05	City Auto	<u>25%</u>
17C.	Lighting Safety Products	Signalstat	N/A	N/A	NO AWARD	<u>N/A</u>
18.	<b>Power Steering Parts</b>	Four Seasons	N/A	N/A	NO AWARD	<u>N/A</u>
18A.	Power Steering Parts	Edleman	83	Jun 04	City Auto	<u>30%</u>
18B.	Power Steering Parts	Gates	425-0503	Apr 05	Pacific Automotive	<u>30%</u>
18C.	Power Steering Parts	Durex	N/A	N/A	NO AWARD	<u>N/A</u>
18D.	Power Steering Parts	A1 Cardone	20-704BS	Jul 04	Pacific Automotive	<u>35%</u>
18E.	Power Steering Parts	AC Delco	36A20	Mar 05	City Auto	<u>20%</u>
18F.	Power Steering Parts	Motorcraft	MC10E	Jan 05	City Auto	<u>17%</u>
18G.	Power Steering Parts	ARI	840-1008	Jan 04	Mackenzie Warehouse	<u>26%</u>
19.	<b>Shocks &amp; Struts</b>	Monroe	CBS0205J	Feb 05	Pacific Automotive	<u>25%</u>

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 PURCHASING DIVISION

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 71615

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19A.	Shocks & Struts	AC Delco	5A20	Mar 05	City Auto	<u>23%</u>
19B.	Shocks & Struts	KYB	509-505	May 05	Mackenzie Warehouse	<u>38%</u>
19C.	Shocks & Struts	Gabriel	N/A	N/A	NO AWARD	<u>N/A</u>
<b>20.</b>	<b>Starters &amp; Alternators</b>	EB Quality Plus	N/A	Sep 03	Auto Row	<u>10%</u>
20A.	Starters & Alternators	ASE	N/A	N/A	NO AWARD	<u>N/A</u>
20B.	Starters & Alternators	AC Delco	31A20	Mar 05	City Auto	<u>22%</u>
20C.	Starters & Alternators	Motorcraft	MC10E	Jan 05	City Auto	<u>20%</u>
20D.	Starters & Alternators	Visteon	4/18/05	Apr 05	Mackenzie Warehouse	<u>14%</u>
E.	Starters & Alternators	NSA	J07-04	Aug 04	Pacific Automotive	<u>15%</u>
20F.	Starters & Alternators	Bosch	221054	Jan 05	Pacific Automotive	<u>15%</u>
<b>21.</b>	<b>Suspension Parts</b>	AC Delco	45A20	Mar 05	City Auto	<u>23%</u>
21A.	Suspension Parts	Moog	3450	May 05	Mackenzie Warehouse	<u>21%</u>
<b>22.</b>	<b>Thermostats</b>	Stant	J243	Sept 04	City Auto	<u>25%</u>
22A.	Thermostats	Motorcraft	MC10E	Jan 05	City Auto	<u>19%</u>
22B.	Thermostats	AC Delco	13A20	Mar 05	City Auto	<u>15%</u>
22C.	Thermostats	Gates	432-0900	Apr 05	Pacific Automotive	<u>30%</u>

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22D.	Thermostats	Motorad	J1120003	Jan 03	MacKenzie Warehouse	<u>34%</u>
<b>23.</b>	<b>Tune-up Parts</b>	Wells	EMSJ-2003	Sep 03	MacKenzie Warehouse	<u>20%</u>
23A.	Tune-up Parts	Standard	STEN9581DL	Dec 04	Pacific Automotive	<u>30%</u>
23B.	Tune-up Parts	AC Delco	01A20	Mar 05	City Auto	<u>25%</u>
23C.	Tune-up Parts	Niehoff	B0761	Jan 05	City Auto	<u>27%</u>
23D.	Tune-up Parts	Motorcraft	MC10E	Jan 05	City Auto	<u>21%</u>
23E.	Tune-up Parts	Bosch	221054	Jan 05	MacKenzie Warehouse	<u>26%</u>
23F.	Tune-up Parts	Autolife	PSP-SP-A2061B	Dec 04	MacKenzie Warehouse	<u>31%</u>
23G.	Tune-up Parts	Denso	485-1100SPLIST	Nov 00	MacKenzie Warehouse	<u>31%</u>
23H.	Tune-up Parts	NGK	#500/512	Apr 05	MacKenzie Warehouse	<u>31%</u>
<b>24.</b>	<b>Water Pumps</b>	Airtex	PJ2004-1	Apr 04	Pacific Automotive	<u>35%</u>
24A.	Water Pumps	Sealpower	N/A	N/A	NO AWARD	<u>N/A</u>
24B.	Water Pumps	AC Delco	26A20	Mar 05	City Auto	<u>30%</u>
24C.	Water Pumps	Motorcraft	MC10E	Jan 05	City Auto	<u>17%</u>
24D.	Water Pumps	Master	N/A	N/A	NO AWARD	<u>N/A</u>
24E.	Water Pumps	Carter	4/18/05	Apr 05	MacKenzie Warehouse	<u>22%</u>



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25.	Wiperblades & Parts	Anco	AN101	Oct 01	MacKenzie Warehouse	<u>46%</u>
25A.	Wiperblades & Parts	Trico	T1405	Sept 04	City Auto	<u>30%</u>
26.	FWD Axles	ARI	860-1003	Sept 04	City Auto	<u>30%</u>
26A.	FWD Axles	ATE	4/18/05	Mar 05	Pacific Automotive	<u>15%</u>
27.	Machine Shop Work				Auto Row Parts	Per Man Hour <b>\$70.00</b>

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**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**COMPANY INFORMATION**

Name of Company: Auto Row Parts  
Address: 305 Airport Blvd.  
City, State, Zip: So. San Francisco, CA 94080  
Contact: Walter Custer  
E-mail address: autorowpartsco@yahoo.com  
Telephone Number: (415) 647-4000  
Toll-Free Number:  
Fax Number: (650) 589-9219  
24-Hour Emergency Number: (650) 523-1111 (Pager)  
Payment Terms: Net 30  
Federal Tax I.D. Number: 95-4027240  
Vendor Number: 37704  
Warehouse Location: 305 Airport Blvd.  
So. San Francisco, CA 94080  
Will-Call Hours: 7:30 a.m. – 5:30 p.m.  
CBPO Number: BPSF00003062

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**COMPANY INFORMATION**

Name of Company: Lartom, Inc.  
DBA: City Auto Supply

Address: 445 Littlefield Avenue

City, State, Zip: South San Francisco, CA 94080

Contact: Michael Iwata

E-mail address: Miwata@aol.com

Telephone Number: (650) 616-4968

Toll-Free Number: 1-800-330-4080

Fax Number: (650) 616-4953

24-Hour Emergency Number: (415) 850-4078

Payment Terms: 1%-10, Net 30

Federal Tax I.D. Number: 94-3007339

Vendor Number: 05048

Warehouse Location: 445 Littlefield Avenue  
So. San Francisco, CA 94080

Will-Call Hours: 7:00 a.m. – 5:00 p.m.

CBPO Number: BPSF00003063

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**COMPANY INFORMATION**

Name of Company: Delta Focus  
Address: 127 Milton Street  
City, State, Zip: San Francisco, CA 94112  
Contact: Isabelle Niu  
E-mail address: isabelle@deltafocus.com  
Telephone Number: (415) 640-8439  
Toll-Free Number:  
Fax Number: (415) 585-2425  
24-Hour Emergency Number: (415) 585-2415  
Payment Terms: Net 30 Days  
Federal Tax I.D. Number: 61-5299235  
Vendor Number: 67871  
Warehouse Location: 127 Milton Street  
San Francisco, CA 94112  
Will-Call Hours: 8:00 a.m. – 6:00 p.m.  
CBPO Number: BPSF00003064

**A W A R D**  
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For the Term May 1, 2005 Through April 30, 2007

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**COMPANY INFORMATION**

Name of Company: MacKenzie Warehouse  
Address: 1601 Mariposa Street  
City, State, Zip: San Francisco, CA 94107  
Contact: Michelle Menendez  
E-mail address: Michelle@mackenziewarehouse.com  
Telephone Number: (415) 863-1546  
Toll-Free Number: 1-888-622-5603  
Fax Number: (415) 863-6146  
24-Hour Emergency Number: (415) 225-5074 – Raul Menendez  
(415) 786-8781 – Michelle Mendendez  
(415) 786-8792 – Eduardo Menendez  
Payment Terms: Net 30 Days  
Federal Tax I.D. Number: 94-2823930  
Vendor Number: 11586  
Warehouse Location: 1601 Mariposa Street  
San Francisco, CA 94107  
Will-Call Hours: 7:00 a.m. – 6:00 p.m. – Monday-Friday  
9:00 a.m. – 5:00 p.m. – Saturday  
CBPO Number: BPSF00003065

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**COMPANY INFORMATION**

Name of Company: Pacific Automotive Company  
Address: 260 – 8<sup>th</sup> Street  
City, State, Zip: San Francisco, CA 94103  
Contact: Bruce Dorr  
E-mail address: bruce008@aol.com  
Telephone Number: (415) 861-3821  
Toll-Free Number:  
Fax Number: (415) 861-5826  
24-Hour Emergency Number: (415) 201-2407  
Payment Terms: Net 30 Days  
Federal Tax I.D. Number: 94-2476095  
Vendor Number: 36342  
Warehouse Location: 260 – 8<sup>th</sup> Street  
San Francisco, CA 94103  
Will-Call Hours: 7:00 a.m. – 5:30 p.m.  
CBPO Number: BPSF00003066

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**COMPANY INFORMATION**

Name of Company: Parts Distribution Services, Inc.  
Address: 991 Governor Drive, Suite 101  
City, State, Zip: El Dorado Hills, CA 95762  
Contact: Len Stream  
E-mail address: sprasad@partsdistribution.net  
Telephone Number: (510) 346-5515  
Toll-Free Number:  
Fax Number: (510) 346-6515  
24-Hour Emergency Number: (650) 670-2251  
Payment Terms: Net 30 Days  
Federal Tax I.D. Number: 77-0578125  
Vendor Number: 59114  
Warehouse Location: 2059 Williams Street  
San Leandro, CA 94577  
Will-Call Hours: 8:00 a.m. – 5:00 p.m.  
CBPO Number: BPSF00003067

**A W A R D**  
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For the Term May 1, 2005 Through April 30, 2007

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**GENERAL CONDITIONS**

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

**35. CONTRACT TERM**

The contract period shall be for twenty-four (24) months. The term of this contract is the period from award execution date, approximately May 1, 2005, or the above stated term date whichever is later, through the last day of the month of a twenty-four consecutive month period.

**36. CONTRACT EXTENSION**

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 10 years.

**37. TOLL-FREE TELEPHONE NUMBER**

A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service will be a consideration in evaluating this bid.

**38. DBE COMPLIANCE DECLARATION, HRC FORM 3**

See attached Standard Bid forms, P-225, Item 1.

**39. NOT USED**

**40. DBE ORDINANCE**

To qualify for a bid discount under the provisions of Admin. Code Chapter 14A, a DBE must be certified by the Human Rights Commission by the Bid Due date.

The certification application is available from HRC (415) 252-2500, and on the web at:

<http://www.sfgov.org/site/sfhumanrights>

Click DBE, HRC Requirements & Forms.

Click Certification Application (Schedule D).



**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**GENERAL CONDITIONS**

**41. CLAIM FOR PREFERENCE**

To claim preference under the DBE Ordinance, see Bid Questionnaire attached.

**42. BID PREFERENCE FOR BROKERAGE SERVICES**

Pursuant to Section 14A.8 of the Admin. Code, a bid preference will only be awarded to a DBE, or DBE joint venture where the DBE's participation in the joint venture exceeds 35 percent, directly responsible for providing materials, equipment, supplies or services to City as required by the Bid solicitation. A DBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provided, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.

A DBE will be considered to be "regularly doing business," as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a disadvantaged business preference program. Such a determination will be subject to audit by HRC.

No preference will be given to a DBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

**43. DBE SUBCONTRACTING**

A. Subcontracting to DBEs

Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified DBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

B. Examples of Good Faith Efforts

"Good Faith Efforts" include but are not limited to the following:

- (1) Identifying and selecting specific products or services which can be subcontracted to certified DBEs.
- (2) Providing written notice to potential DBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.
- (3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for DBEs that are interested in participating in the project.

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

- (4) Following up on initial notices the Contractor sent to DBEs by contacting the DBEs to determine whether they were interested in performing specific parts of the project.
- (5) Providing interested DBEs with information about the scope of work.
- (6) Negotiating in good faith with the DBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any DBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested DBEs in obtaining insurance required by the City and the prime contractor.
- (8) Making efforts to obtain DBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

C. Examples of Subcontracting

The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

- (1) the products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);
- (2) packing containers and materials used to ship the City's order;
- (3) services of the carrier who delivers the City's orders;
- (4) Pro rata share of DBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

D. Reports

On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide Purchasing with reports on DBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to DBEs and to meet the percentage goal.

E. HRC Data on DBEs

Contractor will obtain from HRC a copy of HRC's database of DBEs, and this or other information from HRC, shall be the basis for determining whether a DBE is confirmed with HRC. Contractor will obtain an updated copy of HRC's database at least **quarterly**. Please call HRC at (415) 252-2500.

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

**44. PRE-BID CONFERENCE**

A Pre-bid Conference will be held as follows:

**Location:** Room 430, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**Date and Time:** March 16, 2005, 10:00 a.m.

Though not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

Please submit questions concerning this Contract Proposal at least **72 hours prior to the date and time of the Pre-bid Conference**. Questions may be submitted by FAX or e-mail to:

**Ben Kawamura, Supervising Purchaser**  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Goodlett Place  
San Francisco, CA 94102-4685

**FAX: (415) 554-4876**  
**e-mail: Ben.Kawamura@sfgov.org**

Please reference Contract Proposal No. 71615.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Change Notice will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference.

**45. AUDIT AND INSPECTION OF RECORDS**

Contractor agrees to maintain and make available to City during business hours accurate books and accounting records relative to its activities under this Contract. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Contract, whether funded in whole or in part under this Contract. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Contract or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Contract shall have the same rights conferred upon City by this Article.

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

**46. CONFLICT OF INTEREST**

Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

**47. NON-WAIVER OF RIGHTS**

The omission by either party at anytime to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

**48. CONTRACTOR'S DEFAULT**

If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

**49. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**50. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**51. REPORTS BY CONTRACTOR**

**MULTI-YEAR TERM CONTRACT**

Each year, ninety (90) days before each anniversary date of this contract, Contractor must furnish a report of the total items ordered under this contract during the preceding twelve months. The report must be in a format acceptable to the City and must list by department or location the following: (1) all items awarded under this contract; and, (2) total quantity and dollar value of each

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this contract. Contractor shall send the reports to:

**Ben Kawamura, Supervising Purchaser**

Re: Term Contract No. 71615  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

City reserves the right to request reports on a quarterly basis.

**52. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**53. SUBCONTRACTING**

Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

**54. INDEPENDENT CONTRACTOR**

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

**55. SEVERABILITY**

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**56. EMERGENCY - PRIORITY 1 SERVICE**

In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available.

Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency.

In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**57. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – IRS FORM W-9**

See attached Standard Bid Forms, P-225, Item 4.

**58. TERM BID – QUANTITIES**

This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract.

Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity.

Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other vendors when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

**59. ADDITIONAL ITEMS**

- A. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties.
- B. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract.
- C. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service.
- D. All additional services added to the contract shall be approved through issuance of a contract modification.
- E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures.

The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

**60. FIRST SOURCE HIRING PROGRAM (FSHP)**

If the contract is for more than \$50,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. For additional information regarding FSHP, call (415) 401-4935.

**A. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Contract as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Contract under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Contract shall have the meanings assigned to such terms in Chapter 83.

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

**B. First Source Hiring Agreement**

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.
- (2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.
- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A contractor may establish its good faith efforts by filing: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

**C. Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**D. Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**E. Liquidated Damages**

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 for every new hire for an Entry Level Position improperly withheld from the First Source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**F. Subcontracts**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this section.



**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

**61. EARNED INCOME CREDIT (EIC) FORMS**

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- (a) Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract.
- (b) Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.
- (c) If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

**62. NOTIFICATION OF LIMITATIONS ON CONTRIBUTIONS**

Through execution of this Contract, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

**63. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion.

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**64. CONTRACT PRODUCT/SERVICE QUALITY REPORT**

The attached report (Attachment "A") will be provided to departments using this contract. Users of the contract may complete and return these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded/supplier/contractor. They will have an opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

**65. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**66. NONDISCLOSURE OF PRIVATE INFORMATION**

As of March 5, 2005, Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Contract as though fully set forth. Capitalized terms used in this section and not defined in this Contract shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

- (a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Contract to any other Subcontractor, person, or other entity, unless one of the following is true:
  - (i) The disclosure is authorized by this Contract.
  - (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
  - (iii) The disclosure is required by law or judicial order.

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**GENERAL CONDITIONS**

- (b) Any disclosure or use of Private Information authorized by this Contract shall be in accordance with any conditions or restrictions stated in this Contract. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Contract, debar Contractor, or bring a false claim action against Contractor.

**67. MODIFICATION OF AGREEMENT**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**END OF GENERAL CONDITIONS**

**A W A R D**  
**VEHICLE PARTS, CARS, VANS, LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**SPECIAL CONDITIONS**

**68. PURPOSE**

The purpose of this contract is to purchase after-market automotive parts for City-owned and operated automotive repair shops. The parts and supplies specified on this contract are for cars, vans, and light duty trucks that are part of the City's fleet. The City's fleet currently consists of 1,788 passenger cars, 1,257 light pick-up trucks, 400 medium duty trucks, 161 SUVs and 666 passenger and cargo vans. Motorcycles, heavy-duty trucks and fire engines are NOT part of this contract.

**69. SPECIFICATIONS**

The specifications for the automotive parts that are required on this contract are described on the Bid Sheet. Parts are specified by manufacturer. **No substitute for the Manufacturer listed except by prior written approval.** See Section 73, Bid Evaluation for more information.

**70. BIDDER'S/CONTRACTORS QUALIFICATIONS AND REQUIREMENTS**

- A. In order to receive consideration, Contractor must have technical knowledge and experience in the products covered by the contract.
- B. Contractor must maintain an adequate warehouse inventory of vehicle parts to meet the needs of the City. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 48) of the contract.
- C. Contractor will be responsible for providing technical support and assistance to the City through Contractor's personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.).
- D. Contractor must maintain stock as specified in other sections of this contract and adequate facilities to allow for immediate pick-up of "will-call" orders placed by the City.
- E. Contractor must have a storage warehouse, distribution facility, parking area and will-call counter to facilitate will call pick ups. A San Francisco location is desirable. The proximity of the Contractor's will call location to the City will be evaluated. Locations outside the City limits that are not convenient for will-call pick-ups may eliminate a Bidder from further consideration.
- F. Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility. The City may require Contractor to provide within seven (7) business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency

**A W A R D**  
**VEHICLE PARTS, CARS, VANS LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**SPECIAL CONDITIONS (Continued)**

- agreements and authorizations from manufacturer's they claim to represent, lines of credit with financial institutions from manufacturer's they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.
- G. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and Bidder is unable to supply information and documentation within the period of time requested.
  - H. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award and at any time during the contract term, to enable the Purchaser to determine Contractor's ability to satisfy the terms and conditions of the contract.
  - I. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.
  - J. Contractor must be capable of producing usage reports required under General Condition No. 51 of this contract.

**71. DELIVERY**

**Bidder must be able to make prompt delivery within 2 hours after receipt of order.** All prices are to include delivery. Deliveries made by common carrier are to be made **F.O.B. Destination** to the following City Automotive Shops. The City will not be responsible for any freight costs associated with this contract.

Central Shops	1800 Jerrold Avenue	Rich Ferrari
Port of San Francisco	Pier 50, Shed D	Mike Stez
Recreation and Park	3 <sup>rd</sup> Ave and MLK	Dave Young
SF Water Department	1990 Newcomb Street	Hugh Johnson
	1000 El Camino Real	Ed Forner
Hall of Justice Garage	950 Bryant St	Buzz Rechsteiner
MUNI Railway	1849 Harrison	Richard Fonseca
SF Airport	Maintenance Bldg. #682	Derek Fliess

Orders may be phoned in. Some orders may also be picked up by City personnel. Contractors must have a convenient will-call location with adequate parking.

**72. PRICE / DISCOUNTS**

- A. Bidders are asked to quote discounts off the Manufacturers Suggested Jobber Price List for the items specified on the Bid Sheet. Discounts are to be firm for the term of the contract.
- B. If the Manufacturers Suggested Jobber List Price changes during the term of the contract, the Contractor will be required to provide the City with a thirty (30) day written notice of the

**A W A R D**  
**VEHICLE PARTS, CARS, VANS LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

---

**SPECIAL CONDITIONS (Continued)**

change and provide copies of the new price list. The Contractor will not be allowed to change the discount offered as a result of a change in the Manufacturers List Price.

- C. Only prices that appear on City Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price list, catalog prices, will be considered.

**73. BID EVALUATION**

Bids will be awarded by line item to the bidder(s) who offers the greatest percentage discount from the Manufacturers Jobber Price List. Each item will be evaluated separately. Any applicable DBE preference (see General Conditions 40 through 42) and applicable sales tax adjustment (see Special Condition 74) will be applied to the discount percentage.

No manufacturers products may be submitted other than those specified on the Bid Sheets without prior written approval. Requests to consider other manufacturers as equals must be submitted in writing a minimum of five (5) working days prior to the bid due date. Only those additional manufacturers added to the Bid Sheet by official addendum may be submitted and considered for award.

**All bidders must submit a current Manufacturer's Suggested Jobber Price List for each item that is bid.**

**Failure to provide a current Jobber Price list may result in the bid being eliminated from further consideration as being non-responsive.**

**Each Jobber Price List must be the most current issued by the manufacturer.**

Purchasing will attempt to evaluate this bid package within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date".

**74. ADJUSTMENT OF BID PRICE FOR SALES TAX**

In accordance with Administrative Code Chapter 21C, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

**75. AWARD**

Award will be made to the lowest responsive and responsible bidder by line item. Each item will be evaluated separately.

In determining the award, Purchasing will take into consideration, but will not be limited to:

- A. Discount offered (Evaluated)
- B. Ability to make prompt same day deliveries within 2 hours of receipt of order
- C. Proximity of bidder's warehouse and/or location for Will-Call pickups.
- D. Bidder's responsiveness to the terms and conditions of the Bid
- E. Bidder's qualifications and any other factors deemed pertinent

**A W A R D**  
**VEHICLE PARTS, CARS, VANS LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**SPECIAL CONDITIONS (Continued)**

**76. AWARDED ITEMS**

- A. If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing.
- B. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price.
- C. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

**77. ORDERING**

- A. Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract.
- B. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.
- C. Some orders may be placed by telephone or fax.

**78. PAYMENT**

- A. The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for completed orders, throughout the term of the contract.
- B. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

**79. INSURANCE**

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

- A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of

**A W A R D**  
**VEHICLE PARTS, CARS, VANS LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**SPECIAL CONDITIONS (Continued)**

this contract, Contractor must maintain in force, during the full term of the contract, insurance in the following amounts and coverages:

1. Worker's Compensation, with Employers' Liability limits not less than \$1,000,000 each accident.
  2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broad Form Property Damages, Personal Injury, Products and Completed Operations.
  3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Owned and Non-owned and Hired Auto Coverages, as applicable.
- B. Commercial General Liability and Commercial Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as ADDITIONAL INSUREDS, the City and County of San Francisco, its Officers, Agents, and Employees.
  2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suite is brought.
- C. ALL POLICIES SHALL BE ENDORSED TO PROVIDE:
- Thirty days advance written notice to City of cancellation, non-renewal or reduction in coverage, mailed to the following address:
- Director, Office of Contract Administration  
Purchasing Division  
City and County of San Francisco  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685
- D. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.



**A W A R D**  
**VEHICLE PARTS, CARS, VANS LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**SPECIAL CONDITIONS (Continued)**

- E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.
- F. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Contract effective on the date of such laps of insurance.
- G. Before commencing any operations under this contract, Contractor must furnish to City certificates of insurance and Additional Insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies upon City request.

**80. FAILURE TO EXECUTE CONTRACT**

- A. Within ten (10) days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the specified insurance certificates to City.
- B. If the bidder fails or refuses to furnish the required insurance within ten (10) days after receiving notice, Purchasing may, at its option, determine that the bidder has abandoned its bid. Thereupon the tentative award of the contract to the bidder shall be cancelled and the City may proceed to the next lowest bidder. The foregoing in no way limits the damages which are recoverable by the City whether or not defined elsewhere in the contract documents.

**81. ENTIRE AGREEMENT**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

**82. BID SUBMITTAL INSTRUCTIONS**

Bids **must** be received at Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail will not be accepted.

**Bidders are to return all required documents, which include:**

- A. Page 1 of the Contract Proposal completed and signed
- B. Bid Sheets. If not bidding on all items, indicate No Bid for that Item.
- C. All questionnaires and forms, completed and signed.
- D. Jobber Price Lists for each item bid.

**A W A R D**  
**VEHICLE PARTS, CARS, VANS LIGHT TRUCKS**  
For the Term May 1, 2005 Through April 30, 2007

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**SPECIAL CONDITIONS (Continued)**

**Bids must be made on the enclosed bid sheets.**

Prices should be clearly written by typewriter or pen and ink.

To receive full consideration, your bid should be unqualified and unconditional.

**FOR MORE INFORMATION CONTACT:**

**Ben Kawamura, Supervising Purchaser**  
**Tel: (415) 554-6963**  
**E-mail: Ben.Kawamura@sfgov.org**

**END OF SPECIAL CONDITIONS**