

October 3, 2012

Frontier Ford
3701 Stevens Creek
Santa Clara, CA 95051

Attn: Virginia Harper

RE: Los Angeles Harbor Department Bid No. F-805, Contract No. 39648
For: **VEHICLES, "FORD"**

Items 2, 9, 10, and 12, in accordance with the above referenced contract has been awarded to your company. Your copy of the contract approved and signed by the City Attorney is enclosed. This contract has been funded in the amount of \$221,835.00, including sales tax.

Please proceed with performance of the contract.

For billing purposes please reference **Contract No. 39648A** on all invoices and correspondence.

All delivery tickets, invoices, and allied documents must show the above **CONTRACT NUMBER**.

Upon completion of deliveries, submit itemized invoices in triplicate to:

Harbor Department, City of Los Angeles
Attn: Accounting Section
P.O. Box 191
San Pedro, Ca 90733-0191

Sincerely,

MICHELLE DAVIES
Procurement Supervisor

Enclosure(s): Contract No. 39648A

c: Accounting
Controller
Brad Stewart
Damien Young

TO: HARBOR DEPARTMENT PURCHASING OFFICE
SUBMIT BID TO: 500 Pier "A" Street, Berth 161
Wilmington, CA 90744

BID NO. F-805 Page 1
Show this number on envelope
Contract No. 39648

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page and the reverse side, any addendums and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

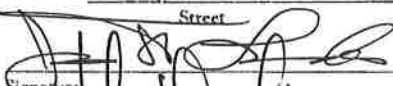
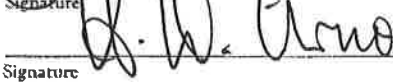
The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Santa Clara, CA ON THE 3 DAY OF August, 2012
City, State Date Month Year


BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Frontier Ford
Phone 408-241-1800 Fax 408-241-4643
Address 3701 Stevens Creek Santa Clara CA 95051
Street City State Zip
Signature  James F. Landes President
Signature Printed Name Printed Title
Signature  H.D. Arnon Secretary
Signature Printed Name Printed Title

(AFFIX CORPORATE SEAL HERE)

- a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- b) One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 201 <u>2</u> Notary Seal _____ Signature _____	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department Date _____	Approved as to Form <u>10/10</u> , 201 <u>2</u> City Attorney BY  Deputy
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GENERAL CONDITIONS
READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

THE END

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-805

SUBMIT BID TO:

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

**BID DUE BEFORE
2:00 P.M.
September 6, 2012**

**BIDS WILL BE PUBLICLY
OPENED**

MD 8-12
Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL.

AFFIRMATIVE ACTION - AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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1.	14 EA		EA \$ <u>27,510.²¹</u> \$ <u>385,142.94</u>
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VEHICLE, FUSION, gasoline electric hybrid "Ford" in accordance with attached Specifications No. GEH-X9-2012-13.

State Make, Model and Year Quoting:

2013 Ford Fusion SE Hybrid (POL)

2.	1 EA		EA \$ <u>29,591.⁸⁴</u> \$ <u>29,591.84</u>
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VEHICLE, E350 XL, wagon van "Ford", in accordance with attached Specifications No. PPWV14-X1-2012-13.

State Make, Model and Year Quoting:

2013 Ford E350 Club Wagon (E3B)

3.	2 EA		EA \$ <u>29,183.⁶⁸</u> \$ <u>58,367.36</u>
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VEHICLE, EXPLORER, SUV, FWD/AWD 4-door "Ford", in accordance with attached Specifications No. SUV4X4-X2-2012-13.

State Make, Model and Year Quoting:

2013 Ford Explorer 4DR, 4WD Base (K8B)

REQ. NO.: E-130211,
E-130232(33), E-130235-39,
E-130241 & E-130243-45
NOTIFY: Brad Stewart
7/31/12 MD:bh

STATE TIME OF DELIVERY 90-180 ^{J.H} DAYS AFTER RECEIPT OF ORDER
TERMS 2% % DISCOUNT FOR PAYMENT WITHIN 25 DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-805

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 6, 2012

4. 2 EA EA \$40,510.²¹ \$81,020.42

VEHICLE, F150 STX, truck, CNG powered, "Ford", in accordance with attached Specifications No. PU20-X2-2012-13.

State Make, Model and Year Quoting:

2013 Ford F250 Super Cab XL 4x2 -w/CNG conversion (x2A)

5. 2 EA EA \$42,351.02 \$85,102.04

VEHICLE, F350 XL, truck, super duty, CNG powered, "Ford", in accordance with attached Specifications No. PU21-X2-2012-13.

State Make, Model and Year Quoting:

2013 Ford F350 Crew Cab 4x2 XL (w3A) v.t.

6. 1 EA EA \$45,306.¹³ \$45,306.13

VEHICLE, F350, truck, supercrew, 4WD, CNG powered, "Ford", in accordance with attached Specifications No. PU22-X1-2012-13.

State Make, Model and Year Quoting:

2013 Ford F350 Crew Cab 4x4 XL (w3B)

7. 1 EA EA \$57,448.⁹⁸ \$57,448.98

VEHICLE, E350, Van, cut-a-way chassis with workmaster body, "Ford", in accordance with attached Specifications No. CUV28-X1-2012-13.

State Make, Model and Year Quoting:

2013 Ford E450 Cutaway Van (E4F) w/Workmaster Body

8. 1 EA EA \$ No Bid \$ No Bid

VEHICLE, FOCUS, electric powered "Ford", in accordance with attached Specifications No. EV11-X1-2012-13.

State Brand and Product No. Quoting:

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
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9. 1 EA EA \$47,755.11 \$47,755.11

VEHICLE, F450, truck, 4WD, DRW crew cab pickup, "Ford", in accordance with attached Specifications No. PDDPU-X1-2012-13.

State Make, Model and Year Quoting:

2013 Ford F450 4x4 Crew Cab pickup drw (4WD)

10. 2 EA EA \$30,204.09 \$60,408.18

VEHICLE, E350 XLT, van, extended commercial cargo, "Ford", in accordance with attached Specifications No. PPPV14-X2-2012-13.

State Make, Model and Year Quoting:

2013 Ford F350 ^{Commercial} Cargo Van Extended (-S3E)

11. 1 EA EA \$ No Bid \$ No Bid

VEHICLE, truck, dump, medium duty supercab, 4WD, CNG powered, "Ford", in accordance with attached Specifications No. MDDT-X1-2012-13.

State Make, Model and Year Quoting:

12. 2 EA EA \$32,851.15 \$65,714.30

VEHICLE, F150 XLT, truck, crew cab, "Ford", in accordance with attached Specifications No. PPPU14-X2-2012-13.

State Make, Model and Year Quoting:

2013 Ford F150 Crew cab 4x2 XLT (w/c)

COMPATIBILITY. The above item(s) shall match and intermember with existing Ford vehicles now in use by the Department.

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CITY OF LOS ANGELES
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BID NO. F-805
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BID DUE BEFORE 2:00 PM ON: September 6, 2012

AUTHORIZED DISTRIBUTOR/DEALER:

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: v.h. No: _____

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: Balance and date on 2013 MY - unknown at this time.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items as it may deem necessary, unless otherwise stated herein.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, he may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-805
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 6, 2012

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, C&M Garage, Stores Warehouse, Berth 161, Wilmington, CA 90744.

DELIVERY. Delivery is desired within **10** days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: _____

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: _____

ADDRESS: _____

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-805
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 6, 2012

SUPPLIER CONTACT INFORMATION:

Contact Person: Virginia Harper Melinda Horke
Title: Government Sales Managers
Telephone No.: (909) 592-5349
Fax No.: (909) 592-5370
E-Mail Address: thelmaandhoisie@frontier Fnd. com.
24 Hour Contact No.: _____

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

EQUAL BENEFITS POLICY

The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

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- monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
 6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

ETHICS CLAUSE

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (attached) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office: _____



September 5, 2012

Michelle Davies, Procurement Supervisor
Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

Ref: Bid No. F-805, per Addendum #1 – Ford Vehicles – Bid Date of September 6, 2012

Dear Ms. Davies:

Frontier Ford kindly asks that the information provided in this letter be included as part of our bid response to above captioned bid item as we are covering certain items on our bid response, as follows:

1. Dealer has included no Service/Emissions-Powertrains/Electrical manuals in the bid cost. This information is available only in CD ROM format (no longer in manual form) and they cross the content of several bid items. All CD ROMS are the same cost each - \$144.00 + tax and each may cover several of your bid items:
 - A. Fusion/Fusion Hybrid
 - B. Explorer
 - C. F150's
 - D. F250 through F550 Super Duty Trucks
 - E. Econoline Vans/Club Wagons/CutawaysThe Harbor Department may choose how many CD ROMS are required and add that cost to our proposal.
2. 2013 Parts Manuals are not available at this time and production of same is unknown and none have been included with our response.
3. All of the bid items request "an extended warranty up to 5 years/100,000 miles coverage. However, some of the specs call for Powertrain and some call for Powertrain and electrical – these are two different policies – Powertrain Care or Base Care – we have attached information on each policy as well as a brochure on the component coverage's. In each spec section of the bid item, we have also included the cost of the policy which has a \$100.00 deductible per covered repair and we would like to apprise you that the extended service plans are a non-taxable item. In addition if not necessary the Harbor Department may deduct the cost of the policy from the bid item.

4. With the new electrical components on the Ford vehicles, we are unable to provide the Harbor Department with a total of six identical keys on the Fusions, Explorers, F-150s and F250-F450 pickups. The new system "IKT" integrated key head transmitter only allows the programming of four (4) keys. In addition to these four keys, Frontier Ford will also include two (2) "PATS" passive antitheft keys, which allows to open doors, close doors, and start the vehicles ignition. However they do not have a remote keyless entry feature. The only vehicles that we can duplicate a total of six equal keys are on the Ford Econoline Van and Club Wagon.

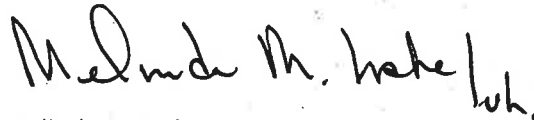
5. Compressed Natural Gas Conversions will be done by BAF Technologies out of Dallas Texas. They are Ford Motor Company's authorized modifier (QVM). The BAF system comes with 3 years/50,000 miles coverage on the DAF System as well as 8 years/80,000 miles on emissions related components.

Frontier Ford appreciates your consideration on our bid proposal. If there are any questions or you have a need to further clarify above, we can be reached locally, as follows: Virginia M. Harper – PH: 909-592-5349 or Melinda M. Lake – PH: 909-592-5346. Our e-mail address is: thelmaandlouse@frontierford.com. We have a local office in the City of San Dimas, Ca.

Sincerely,



Virginia M. Harper
Government Sales Manager



Melinda M. Lake
Government Sales Manager

/vh
Attachments

LOCAL BUSINESS PREFERENCE PROGRAM (If applicable)

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS (If applicable)

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the **attached Bidder Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: _____
Printed Name: _____

Title: _____
Date Signed: _____

NOTARY:

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who being duly sworn, did execute the
Name

foregoing affidavit, and did state that he/she was properly authorized by:

_____ to execute the affidavit and did so as his or her free act and deed.
Name of Firm

SEAL

Notary Public: _____
Commission Expires: _____

Bidder Description Form (If applicable)

BIDDER:

Contract Title: Bid F-805 - Vehicles, Ford
Business Name: Frontier Ford Award Total: \$ _____
Local Business Enterprise: YES _____ NO x (Check only one)
Address: 3701 Stevens Creek Blvd.
City/State/Zip: Santa Clara, CA 95051-7396
Telephone: (909) 592-5349 FAX: (909) 592-5370
Contact Person/Title: Virginia Harper or Melinda Kate - Gov't Sales Managers
Email Address: thelmaandhouse@frontierford.com

SUBCONTRACTOR:

Business Name: Harbor Truck Bodies Award Total: \$ _____
Services/goods to be provided: Truck Bodies
Local Business Enterprise: YES _____ NO x (Check only one)
Address: 255 Voyager Avenue
City/State/Zip: Brea, CA 92821
Telephone: (~~909~~) 714-996-0411 FAX: (714) 996-0695
Contact Person/Title: Kimberly Bellamy - Mgr
Email Address: KBellamy@HarborTruck.com

SUBCONTRACTOR:

Business Name: BAF Technologies Award Total: \$ _____
Services/goods to be provided: CNG Conversions
Local Business Enterprise: YES _____ NO x (Check only one)
Address: 2176 French Settlement Rd.
City/State/Zip: Dallas, TX 75212
Telephone: (949) 303-6793 FAX: () _____
Contact Person/Title: Robert Sessa - Regional Director
Email address: RSessa@BAFTechnologies.com

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

*Attach additional sheets if necessary



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number): Bid F-805	Date Bid Submitted:
--	---------------------

Description of Contract:
Ford Vehicles

Awarding Authority (Department):
LA Harbor Department

BIDDER
 Name: **Frontier Ford**
 Address: **3701 Stevens Creek Blvd. Santa Clara, CA 95051-7396**
 Email (optional): **thelmaandlouise@frontierford.com** Phone: **909-592-5349**
 State Contractor I.D.: _____
Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".

PRINCIPALS
 Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: **James F. hondos** Title: **President**
 Address: **3701 Stevens Creek Blvd. Santa Clara, CA 95051-7396**

Name: **H. D. Arnon** Title: **Secretary**
 Address: **3701 Stevens Creek Blvd. Santa Clara, CA 95051-7396**

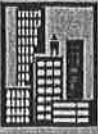
Name: **Keith Morgan** Title: **Treasurer**
 Address: **3701 Stevens Creek Blvd. Santa Clara, CA 95051-7396**

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

_____ additional sheets are attached. Bidder is an individual with no principals.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mall Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: 09-04-2012

Signature: Virginia Harper Melinda Lake

Name: Virginia Harper Melinda Lake

Title: Government Sales Managers

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



Berth 161 500 Pier "A" Street Wilmington, CA 90744-6210 TEL/TDD 310 732-3890 FAX 310 513-6234 www.portoflosangeles.org

Antonio R. Villaralgora
Board of Harbor Commissioners
Geraldine Knatz, Ph.D.

Mayor, City of Los Angeles

Cindy Miscikowski
President
Execultve Director

David Arian
Vice President

Robin M. Kramer

Douglas P. Krause

Sung Won Sohn, Ph.D.

FRONTIER FORD
3701 STEVENS CREEK BLVD.
SANTA CLARA, CA 95051-7396
408-241-1800

DATE: **August 13, 2012**

BID # **F-805** ADDENDUM #1 DESCRIPTION: **Vehicles, Ford**

BID OPENING DATE: **September 6, 2012**

That portion which now reads in part:

AS WRITTEN

Is hereby changed to:

ADD:

COMPRESSED NATURAL GAS (CNG) CONVERSION: The successful bidder will be responsible for all costs associated with the CNG conversion of all applicable vehicles. Each conversion shall meet Environmental Protection Agency (EPA) and California Air Resources Board (CARB) requirements and must be done by a Qualified System Retrofitter (QSR). The conversion must be completed prior to vehicles being delivered to the City of Los Angeles Harbor Department.

PLEASE INITIAL ACKNOWLEDGING THE ABOVE CNG REQUIREMENT:

M.D. (initial)

All other terms, conditions, and specifications of the bid request shall remain the same.

QUESTIONS, BUYER: Michelle Davies, (310) 732-3890

Very truly yours,

M. Davies
MICHELLE DAVIES
Procurement Supervisor

BIDDER: Frontier Ford