

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND
ZAGAMI INC. DBA CLAIREMONT EQUIPMENT
FOR TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**

I. RECITALS

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Sourcewell (Agency) issued a request for proposals for the procurement of Trailers with Related Equipment, Accessories, and Services, identified as Sourcewell RFP #121918 (RFP), by posting the solicitation on Agency's website and by advertising in three newspapers of general circulation over 30 days before the bid or proposal was due.

C. On February 11, 2019, based on the results of the competitive process, Agency awarded a contract with Felling Trailers Inc. (Proposer) and executed the Trailers with Related Equipment, Accessories and Services agreement with Proposer, identified as Sourcewell contract #121918-FTS (Agency Agreement), attached as Exhibit 1; and

D. On August 30, 2019, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Proposer has agreed to provide to the City, through its authorized dealer Zagami Inc. DBA Clairemont Equipment (Contractor), the same pricing offered to Agency for heavy construction equipment consistent with the terms and conditions in the Agency Agreement except as modified herein.

II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. **Incorporation.** This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. **Effective Date.** This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through February 11, 2023. with up to an additional one (1) year option period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to

the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. Early Termination. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Contractor, or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. Compliance with Controlling Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

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

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

7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

III. CONTRACT ADMINISTRATOR

1. Contract Administrator. The Fleet Operations Department is the Contract Administrator for the purposes of this Contract.

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

Purchasing and Contracting Department, Attention: Raymond Falcon
1200 Third Ave, Suite 200, 56P
San Diego, Ca 92101
RFalcon@sandiego.gov
(619) 236-6037

Fleet Operations Department, Attention: Matthew Cleary
2740 Caminito Chollas
San Diego, CA 92105
Email: MClery@sandiego.gov
Phone Number: 619-527-7577

IV. COMPENSATION

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$3,000,000.00. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years, and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits, the RFP, Contractor's Proposer Questionnaire, Contractor's Exceptions to Proposal, Terms, Conditions, the Agency Agreement which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

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

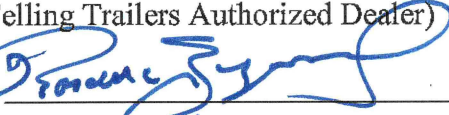
- 1st This Contract
- 2nd Agency Agreement
- 3rd Contractor's Response to Solicitation, including:
Contractor's Proposer Questionnaire, and
Contractor's Exceptions to Proposal, Terms, Conditions
- 4th Agency's RFP and any addenda

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

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

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

Zagami Inc.
DBA Clairemont Equipment
(a Felling Trailers Authorized Dealer)

By: 

Name: Ronald Zagami

Title: President

Date: 10/16/19

THE CITY OF SAN DIEGO

By: 

Name: Kristina Peralta
Director

Title: Purchasing & Contracting

Date: 5 FEB 2020

Approved as to form this 7th day of
February, 2020.

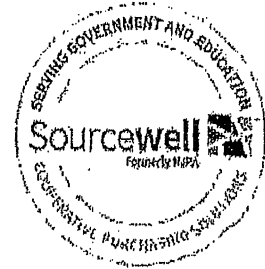
MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

Print Name: ERIC S. POOCH

EXHIBIT 1: AGENCY AGREEMENT

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 121918-FTS

Proposer's full legal name: Felling Trailers, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be February 11, 2019 and will expire on February 11, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Digitally signed by:
Jeremy Schwartz
Sourcewell ID: 1300268489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Digitally signed by:
Chad Coquette
Sourcewell ID: 1300268489
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 8, 2019

Sourcewell Contract # 121918-FTS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Felling Trailers, Inc.

Authorized Signatory's Title President / CEO

Brenda Jennissen
VENDOR AUTHORIZED SIGNATURE

Brenda Jennissen
(NAME PRINTED OR TYPED)

Executed on 2/8, 2019

Sourcewell Contract # 121918-FTS



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Felling Trailers, Inc.

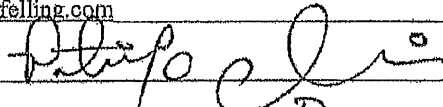
Address: 1525 Main Street South

City/State/Zip: Sauk Centre, MN 56378

Telephone Number: 1-800-245-2809

E-mail Address: trailers@felling.com

Authorized Signature: _____



Authorized Name (printed): _____

Patrick Jennissen

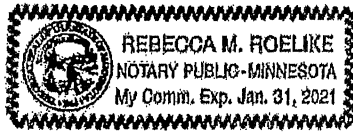
Title: _____

VP Sales / marketing

Date: _____

12/14/18

Notarized

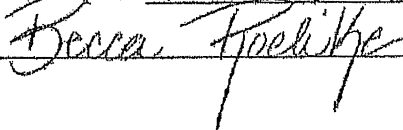


Subscribed and sworn to before me this 14 day of December, 2018

Notary Public in and for the County of Stearns State of MN

My commission expires: 1-31-2021

Signature: _____



Contract Award
RFP #121918



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

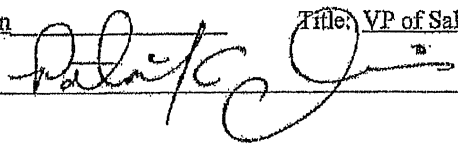
Company Name: Felling Trailers, Inc. Date: 12-20-2018

Company Address: 1525 Main Street South

City: Sauk Centre State: MN Zip: 56378

CAGE Code/DUNS: 05YG1/07-074-3554

Contact Person: Pat Jennissen Title: VP of Sales and Marketing

Authorized Signature: 
(Name printed or typed)



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Felling Trailers, Inc.

Questionnaire completed by: Patrick Jennissen

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
 - Sourcewell payment terms are Net Due 30 Days
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
 - Felling Trailers, Inc. uses National Cooperative Leasing as a leasing/finance partner for public and government agencies.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
 - The first step in the process is a Sourcewell member will buy a trailer from a Felling authorized dealer. The authorized dealer will then call a Felling Trailers, Inc. Sales Representative and request the trailer order. The authorized dealer then collects payment and delivers the trailer to the Sourcewell member upon trailer completion. The authorized dealer will report all Sourcewell Sales to Felling Trailers for recording purposes. Felling Trailers will organize all required information for Sourcewell sales into an Excel file and submit quarterly.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?
 - Felling Trailers, Inc. does not accept the P-card procurement and payment process.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - o Yes
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - o No
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - o We do not cover travel time and mileage.
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

- o No, we usually try to find a local dealer or an outside vendor.
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - o The first year of warranty we cover everything all Felling, as well as outside vendor supplied parts. After the first year the vendored supplied parts may carry an extended warranty that would be filed directly the end user and the vendor.
 - What are your proposed exchange and return programs and policies?
 - o It varies depending upon case, it can be determined at initial contact.
- 6) Describe any service contract options for the items included in your proposal.
- Felling Trailers, Inc. does not offer service contracts.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- Felling Trailers currently manufactures over 5,000 trailers a year ranging from a 3,000 lb utility trailer to a 120,000 lb hydraulic gooseneck trailer, and its standard trailer line includes over 240 models. Felling's pride and differentiation is its customized trailer division. Felling Trailers' current capabilities allow them to provide a high-quality product that is distributed across North America and internationally. Felling Trailers, Inc. is an ISO 9001:2015
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
- Please reference the attachment
 - o "Attachment J" • Sales Guide
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- Sourcewell members get a 12% discount off of the MSRP. For example, and FT-12 I list price is \$6,057.00 with the 12% discount the trailers net price drops to \$5,330.16.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- Volume discounts considered on a per order basis, see your Felling Sales representative to discuss.
- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

- All "non-standard options" will be quoted per request. As per all of our customers special "non-standard options" they will be given a "list-price". These items will receive the same discount (12%) as all other products.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- Training cost • No cost at time of delivery.
 - Extra on-site training may carry an additional charge
 - DOT Inspections • Up to \$250
 - Dealer Off-Load/Set-up • Up to \$550
 - Federal Excise Tax (if applicable) • 12%
 - Any state/county/local taxes
- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.
- Trailers are shipped via Felling Fleet or Felling approved carrier to local dealer. Freight cost is determined at time of quote using a freight matrix which takes into account trailer size, current fuel cost and distance. Freight charge will be itemized on Sourcewell quote/invoice.
- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- Alaska/Hawaii • Trailers shipped here will utilize the same freight matrix to their port locations, plus any applicable fees/charges at the port(s) and water shipment costs. The freight charge will be itemized on Sourcewell quote/invoice.
 - Canada • Trailers shipping to Canada are quoted at time of quote at current market rates. Freight charge will be itemized on Sourcewell quote/invoice.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- Felling Trailers has a vast dealer net work that includes over 250 dealers throughout North America represented in all of the 50 states.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.
- On a quarterly basis Felling Trailers will "spot-check" a minimum of two (2) reported orders with Sourcewell customers to verify pricing matches contract.
 - Felling Trailers will include a minimum of four (4) articles per year in our dealer newsletter(s) about the importance of reporting all Sourcewell transactions.
- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)
- Felling Trailers pays Sourcewell 2% of the net price per each unit sold, and payment goes out quarterly.

Industry-Specific Questions

- 19) Describe any manufacturing processes or material specification-related attributes that contribute to *trailer* safety, strength, durability, and reliability that differentiate your offering in the marketplace.
- In March of 2017, Felling implemented their Lifetime Limited Warranty on all trailers. Along with a quality product, Felling Trailers wanted to be sure to put its customers' needs and expectations at the forefront and offer an industry best warranty. "At Felling Trailers, Inc. our goal is to meet and exceed our customers' expectations. Our Lifetime Limited Warranty vastly surpasses anything else in the marketplace." said Pat Jennissen, VP of Sales & Marketing for Felling Trailers, Inc.
 - ISO 9001:2015 Certified for Quality Management - In the spring of 2017, Felling Trailers, Inc. earned their ISO 9001:2015 Certification for Quality Management. The ISO 9001:2015 standard, published by the International Organization for Standardization, provides a tried and tested framework for taking a systematic approach to managing an organization's processes so that they consistently turn out a product that satisfies customer's expectations and that quality is consistently improved. The standard is based on a number of quality management principles, including a strong customer focus and a process of continuous improvement. International Standards make things work. They give world-class specifications for products, services, and systems, to ensure quality, safety, and efficiency. ISO International Standards impact everyone, everywhere.

"This is a significant accomplishment for Felling Trailers, Inc., it does not happen with just one person. It took over a year for our company to get to this point with cooperation and teamwork among every team member," said Brenda Jennissen, CEO of Felling Trailers, Inc. "Our ISO journey has just begun. We will continue to work toward better processes and training which will lead to continued efficiencies and sustainability of our ISO certification and ensuring we exceed customers' expectations. I am proud of our entire team's diligence and commitment to achieving this important goal."

In order to achieve ISO 9001:2015 Certification, companies must demonstrate that they have implemented effective quality management systems across all areas of the business, including facilities, people, training, services, and equipment. Felling Trailers, Inc.'s certification process was carried out in partnership with Transpacific Certification LTD and included a detailed assessment of the company's facilities. Interviews were carried out with management and employees, and procedures were reviewed across all functional areas, including operations, training, and development, customer complaint handling, finance, and billing.

- 20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered "industry-expected" and which you believe are "vendor differentiators."
- As a vendor we have our over the road Felling Trailers outside sales support team that can go on site as needed to help the customer with any questions, training, or troubleshooting. We believe this to be a vendor differentiator.
- 21) Provide any market data or research supporting the longevity or reliability of your proposed solutions.
- Attached is the blind study that was completed by PPG in Felling's Paint System and Processes. This study showed in results that the paint system and processes we have in place is better than those used by other manufactures in the trailer industry.
 - o Please reference the attachment
 - "Attachment K" • Paint System & Processes
 - "Attachment L" • Paint Selection Chart

Signature: _____

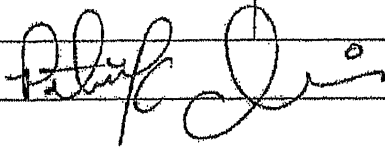
Date: 12/14/18

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: Felling Trailers, Inc.

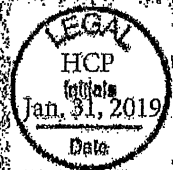
Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature:  Date: 12/14/18

Sourcewell's clarification on exceptions listed above:

No exceptions noted.





The Trailer **EXPERTS.**

Since 1974

October 3rd, 2019

RE: Clairemont Equipment Rental – Authorized Dealer

Attn: To whom it may concern – City of San Diego

This letter is to inform you that Clairemont Equipment, located at 7651 Ronson Rd., San Diego, CA 92111 is a factory trained and authorized dealer for Felling Trailers, Inc. Clairemont Equipment is authorized to represent Felling Trailers, Inc. and sell products under Sourcewell Contract– 121918-FTS. Your contact at Clairemont Equipment in San Diego is: Paul Lull, Area Manager. His cell number is: 619-762-7545 and email is: plull@cecsd.com.

Thank you

A handwritten signature in black ink, appearing to read "Patrick Jennissen".

Patrick Jennissen
V.P. Sales/Marketing
Felling Trailers

**EXHIBIT 2:
MODIFICATIONS TO THE AGENCY AGREEMENT**

1. References. All references to "Sourcewell" in the Agency Agreement shall mean and be understood to be "City of San Diego." All references to "authorized dealer" in the Agency Agreement shall mean and be understood to be "Zagami Inc. DBA Clairemont Equipment".

2. A new subsection J entitled "Payment Terms" is added to Section 5 "PRICING" of the Agency Agreement and shall read as follows:

5.39 Manner of Payment. Contractor will be paid Net 30 days from the invoice date following the City's receipt of goods under this contract.

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

Email: PWAcctsPayable@sandiego.gov

3. A new Section 16 entitled "Appendix E - CITY'S ADDITIONAL TERMS" is added to the Agency Agreement and shall read as follows:

16. Appendix E - CITY'S ADDITIONAL TERMS

A. Vehicle Equipment Requirements

16.1 Registration and License Plates. The Contractor shall obtain the exempt registration and license plates. The legal registration title shall be as follows:

City of San Diego
Fleet Operations Department
2740 Caminito Chollas
San Diego, CA 92105
City Equipment I.D. No. _____

16.1.1 Prior to applying for Exempt "E" license plates, the Contractor shall contact the Department Contract Administrator at (619) 527-7577 to obtain a City of San Diego Equipment identification number for each vehicle/equipment. This number must appear on the final registration certificate.

16.1.2 A photocopy of the registration card shall be inserted in the registration holder and each holder shall be attached inside the equipment. The location and method of attachment of the registration holder to the equipment shall be approved by the Fleet Manager prior to installation.

16.1.3 The original registration card shall be included with the warranty documents upon delivery of each unit to the City. These documents shall be contained in a document delivery envelope.

16.1.4 The license or identification plates shall be installed prior to delivery of each unit.

16.2 Manuals. One (1) set each of the following manual(s) shall be provided for each type of equipment upon delivery:

- a. Operation Manual
- b. Parts Manual
- c. Maintenance Manual

16.3 Equipment Line Sheet. Contractor shall provide, upon delivery of each unit, a copy of the factory/OEM line sheet indicating parts identification particular to the delivered unit.

16.4 Labels. All signs and labels required by Department of Transportation (DOT) and California Occupational Safety and Health Administration (Cal-OSHA) and the American National Standards Institute (ANSI) shall be affixed.

16.5 Code Compliance. All equipment delivered under these specifications shall comply with all applicable provisions of the most recent California Vehicle Code, DOT Standards, and Cal-OSHA codes.

16.6 Right to Inspection. City reserves the right to inspect any equipment at Contractor's 7651 Ronson Road facility in San Diego before acceptance of delivery. Inspection terms should be arranged at the time of Contractor's advance notice of delivery.

B. Delivery

16.7 All equipment deliveries shall be FOB DESTINATION to:

City of San Diego
Fleet Operations Department
2740 Caminito Chollas
San Diego, CA 92105

16.8 To optimize the City's labor requirements, all new equipment deliveries shall be scheduled in advance. Contractor, upon receipt of City Purchase Order and prior to submittal of factory order, shall contact the Department Coordinator at (858) 614-4489 to establish delivery intervals.

16.9 The equipment shall be delivered complete and ready for operation. It shall be new and the latest model and have all standard accessories, and except as otherwise specified, be standard in all respects. It shall have all the standard equipment and features as shown by current Manufacturer's catalogues. It shall be completely lubricated, and all pre-delivery services shall have been performed. Delivery time is Monday through Friday, 9:00 a.m. to 3:00 p.m.

16.10 The City will not pay for any equipment that is not delivered as specified in the bid. Conformity to equipment specification and the subsequent equipment acceptance date will be determined by the Department Coordinator. Payment terms will be based on date of acceptance by the City.

C. City Mandated Clauses and Requirements. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City mandated clauses and requirements throughout the duration of the Contract.

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

16.12 ADA Certification: Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

16.13 Non-Discrimination Requirements

16.13.1 Reserved.

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

16.13.3 Reserved.

16.14 Business Tax Certificate (BTC). Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy of its BTC to the City before a Contract is executed.

16.15 Product Endorsement. Contractor shall comply with Council Policy 000 41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

16.16 Noise Abatement. Contractor shall not operate, conduct, or construct within the jurisdictional limits of the City under this contract in violation of the City's Noise Abatement Ordinance as codified in the San Diego Municipal Code sections 59.5.0101 through 59.5.0811

EXHIBIT 3: FELLING TRAILERS INC. PRICING

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

FOR TRAILERS with Related Equipment Accessories
& Services in Support of Fleet Operations

B. BIDDER/PROPOSER INFORMATION:

Legal Name	<u>Zagami Inc</u>	DBA	<u>Clairemont Equipment</u>
Street Address	<u>7651 Ronson Rd.</u>	City	<u>San Diego CA</u>
		State	<u>92111</u>
Contact Person, Title	<u>Paul Lull</u>	Phone	<u>619-762-7545</u>
		Fax	

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

* The precise nature of the interest includes:

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

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

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

Ronald Zagami President
Name Title/Position
San Diego CA
City and State of Residence Employer (if different than Bidder/Proposer)
CORPORATION OWNER
Interest in the transaction

JERRY Zagami President
Name Title/Position
San Diego CA
City and State of Residence Employer (if different than Bidder/Proposer)
CORPORATION OWNER
Interest in the transaction

Paul Lull SALESMAN
Name Title/Position
Coronado, CA
City and State of Residence Employer (if different than Bidder/Proposer)
CONTACT PERSON
Interest in the transaction

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 1974 State of incorporation: CA

List corporation's current officers:

President:	<u>Ronald Zagami</u>
Vice Pres:	<u>JERRY Zagami</u>
Secretary:	<u>JERRY Zagami</u>
Treasurer:	<u>Ronald Zagami</u>

Type of corporation: C Subchapter S

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

If **Yes**, after what date: 1974

Is your firm a publicly traded corporation? Yes No

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

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

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

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

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

Limited Liability Company Date formed: _____ State of formation: _____

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

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No
If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.
2. In the past five (5) years, has your firm been denied bonding?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.
3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances.
4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances.
5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No
If **Yes**, use Attachment A to explain specific circumstances.
6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No
If **Yes**, please use Attachment A to provide detailed information on the action.
7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.
Name of Bank: TORREY PINES BANK
Point of Contact: GAIL KING
Address: 12220 EL CAMINO REAL, #100 S.D. CA 92130
Phone Number: 858-523-4600
8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

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

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

Business Tax Certificate No.: B1987007993 Year Issued: 2019

F. PERFORMANCE HISTORY:

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

7. Performance References:

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

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

Company Name: Komatsu Financial

Contact Name and Phone Number: 847-437-3330

Contact Email: _____

Address: 1701 West Golf Rd Rolling Meadows, IL 60008

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: Multiquip Inc.

Contact Name and Phone Number: 310-537-3700

Contact Email: _____

Address: 18910 Wilmington Avenue, CARSON, CA 90746

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: JLG Industries, Inc.

Contact Name and Phone Number: 717-485-5161

Contact Email: _____

Address: 1 JLG Drive McConnellshurg, PA 17233-9533

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. BUSINESS REPRESENTATION:

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

Yes No

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

Yes No

Certification # _____

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # _____

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

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

Complete all questions and sign below.

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

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

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

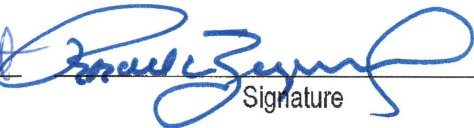
Ronald Zagami, President  10/16/19
Name and Title Signature Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

N/A

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

Ronald Zagami President  10/16/19
Print Name, Title Signature Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.


- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Zagami Inc. DBA Clairemont Equipment

Certified By Ronald Zagami Name Title President

 Signature Date 10/16/19

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

WORK FORCE REPORT

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

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

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

Name of Company: Zagami, Inc.

ADA/DBA: DBA Clairemont Equipment

Address (Corporate Headquarters, where applicable): 7651 Ronson Road

City: San Diego County: San diego State: California Zip: 92111

Telephone Number: 858-278-8351 Fax Number: 858-492-9959

Name of Company CEO: Ronald Zagami

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Supplier of Equipment Type of License: _____

The Company has appointed: Anna Watts

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

Address: 7651 Ronson Road San Diego, CA 92111

Telephone Number: 858-278-8351 Fax Number: 858-492-9959 Email: Awatts11@cecsd.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Zagami, Inc. DBA Clairemont Equipment

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 16th day of October, 2019

Anna Watts

(Authorized Signature)

ANNA WATTS

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Zagami, Inc. DBA Clairemont Equipment

DATE: 10/16/19

OFFICE(S) or BRANCH(ES): _____

COUNTY: _____

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												5		
Professional														
A&E, Science, Computer														
Technical			3									11		
Sales			4									12	2	
Administrative Support				2								4	6	
Services														
Crafts														
Operative Workers			2									3		
Transportation														
Laborers*			7									4		

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

Totals Each Column			16	2								39	8		
--------------------	--	--	----	---	--	--	--	--	--	--	--	----	---	--	--

Grand Total All Employees	65
----------------------------------	-----------

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Zagami, Inc DBA Claremont Equipment DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

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

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

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

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

Grand Total All Employees

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

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

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

Construction Laborers

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

Electricians

Elevator Installers and Repairers

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

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters

Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners