

COUNTY CONTRACT NUMBER 570454
 AGREEMENT WITH SUNROAD AUTO LLC DBA KEARNY MESA FORD
 FOR 2023 OR NEWER FORD POLICE INTERCEPTOR UTILITY VEHICLES

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and Sunroad Auto LLC dba Kearny Mesa Ford, a Limited Liability Company in California, located at 7303 Clairemont Mesa Blvd., San Diego, CA 92111 ("Contractor"), with reference to the following facts:

RECITALS

- A. Pursuant to the San Diego County Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for 2023 or Newer Ford Police Interceptor Utility Vehicles.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. The Agreement shall consist of this document, Exhibit A Statement of Work, and Exhibit B Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit A; Third (3rd) Exhibit B.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement. To the extent not in conflict with Exhibits A and A-1, Contractor shall perform all work under this Agreement in strict conformance to its bid, included herein by this reference, unless changed in accordance with this Agreement.
- 1.2 **Contractor's Representative.** The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique; accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 "Termination for Default" if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 **Contractor's Agents and Employees or Subcontractors.** Contractor's duties under this Contract shall be performed on behalf of Contractor by Jose Fabian Amaya. Contractor represents and warrants that (1) Contractor's Key Personnel has fulfilled all applicable requirements of the laws of the State of California to perform the work under this Contract and has full authority to act for Contractor hereunder. Contractor's Key Personnel shall not be changed during the Term of the Contract without County's prior written consent.

Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor, Jose Fabian Amaya. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

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- 1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms of representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.
- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 County Approval: Any Related Subcontract with a subcontractor, or lower tier subcontractor, not listed in the SOW must have prior concurrence of the COR.
- 1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

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- 2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 No Interruption or Adverse Impact

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Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit B Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.2 Compensation.

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

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4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Completed fixed-price deliverables may be invoiced upon acceptance.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.

4.3.2.2 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and

4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.3.1 above.

4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.

4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.

4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:

4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.

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- 4.8.2 **Misrepresentation.** Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 **Unauthorized Actions by Contractor.** Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 **Breach.** In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
- 4.8.5 **Wage Theft.** Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.
- 4.9 **Disallowance.** County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 **Maximum Price.** During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 **Overpayments.** If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 **Availability of Funding.** The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 **Rate of Expense.** Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
 - 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
 - 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 **County's Agreement Administrator.** The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.
 - 5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
 - 5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements, that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 **Agreement Progress Meeting.** The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve

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outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 **Changes.** Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 **Administrative Adjustment.** Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, (“Administrative Adjustments”) may be made if in writing and signed by COR and Contractor
- 6.1.2 **Change Order.** The County may at any time, by written order, make Changes within the general scope of this Agreement (“Change Order”). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
- 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor’s claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 “Disputes”. However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.
- 6.1.3 **Amendment.** The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

- 7.1 **Termination for Default.** In the event of Contractor’s breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.
- 7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor’s response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.
- 7.1.3 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.
- 7.1.4 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.
- 7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 “Termination for Convenience.”
- 7.2 **RESERVED**
- 7.3 **Failure to Perform.** Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.
- 7.4 **Reduction in Funding.** In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to

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Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

- 7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.
- 7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:
- 7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.
- 7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.
- 7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:
- 7.5.3.1 Fraud, waste, or abuse of Agreement funds, or
 - 7.5.3.2 Improperly submitted claims, or
 - 7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.3.4 Any breach of any term or condition of the Agreement, or
 - 7.5.3.5 Any actions under any warranty, express or implied, or
 - 7.5.3.6 Any claim of professional negligence, or
 - 7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.
- 7.5 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

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- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Audit Requirement.
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

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- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and
- 8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.
- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:
- 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.
- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

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- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and
- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.
- 8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.
- 8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.
- 8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records.
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code

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of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records.

- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

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- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

ARTICLE 11
AUDIT AND INSPECTION

- 11.1 Audit and Inspection.
- 11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):
- 11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;
- 11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and
- 11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.
- 11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

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- 11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.
- 11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.
- 11.2 External Audits. Contractor shall provide the following to the COR:
- 11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them.
- 11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.
- 11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 12
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

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ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 **Findings Confidential.** Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 13.2 **Ownership, Publication, Reproduction and Use of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 **Confidentiality.** Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 **Public Records Act.** The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 **Custody of Records.** Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 14
(RESERVED)

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law,

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or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 **Change of Control.** Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.
- 16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.
- 16.2 **Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void
- 16.3 **Entire Agreement.** This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 **Remedies Not Exclusive.** The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.5 **Sections and Exhibits.** All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.6 **Further Assurances.** Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.7 **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.8 **Headings.** The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.9 **Neither Party Considered Drafter.** Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 **No Other Inducement.** The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.11 **Notices.** Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 **Severability.** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 **Successors.** Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 **Time.** Time is of the essence for each provision of this Agreement.

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- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

- 16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review

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and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on the date of the last signature below and end on December 8, 2023 for an Agreement period of 3 years (“Initial Term”).

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for a total of two (2) years beyond the expiration of the Initial Term, not to exceed December 8, 2026. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months (“Incremental Options”). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit B, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed **Seventeen Million Eighty Thousand Three Hundred Seventy-Seven 00/100 Dollars (\$17,080,377.00)** (“Maximum Agreement Amount”). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown in Exhibit B.

COR. The County designates the following individual as the Contracting Officer’s Representative (“COR”)

Kierra Ceasar-Thompson, Admin Analyst II
5560 Overland Avenue, Suite 410
San Diego, CA. 92123

(619) 372-2110 Kierra.Ceasar-Thompson@sdcounty.ca.gov

CONTRACTOR’S REPRESENTATIVE. Contractor designates the following individual as the Contractor’s Representative.


Jose Fabian Amaya, Fleet Director
7303 Clairemont Mesa Blvd
San Diego, CA. 92111


(619) 210-4450 fabian@kpford.com

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

COUNTY OF SAN DIEGO:

By: 
Jose Fabian Amaya (Dec 11, 2023 4:10 PM)
Name: Jose Fabian Amaya
Title: Fleet directors
Email: fabian@kpford.com
Date: Dec 11, 2023

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting
By: 
Name: Allen Hunsberger
Title: Assistant Director, Purchasing and Contr
Date: Dec 14, 2023

By electronically signing this document, all parties accept the use of electronic signatures.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAYrzSVhM9UBGg_B6692liPMiYUEkyOs3w

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1. EXHIBIT A – STATEMENT OF WORK

2. GENERAL

- 2.1. The County of San Diego has a requirement for seventy-five (75) 2023 or current model year, Ford Police Interceptor Utility Vehicles or equal as per the following requirements. These vehicles shall be configured per the following specifications for various uses throughout San Diego County. Pricing to be for initial purchase of 75 vehicles with the option of an additional estimated quantity of 75 2024 model year vehicles for the first option year and an estimated quantity of 75 2025 model year vehicles for the second option year through the end of the model year build as required by the County of San Diego and option years change.
- 2.2. All systems, components, parts, and materials provided by the vendor shall be new and unused, with full manufacturer's warranties in effect starting on the date of acceptance by the county.
- 2.3. To be considered, all bids must be made in accordance with the RFB terms and conditions, and specifications of this bid.
- 2.4. The hardware manufacturer and part numbers specified herein shall not be substituted without prior approval from the County of San Diego. Where a brand name has been specified, if Bidder believes an "or equal" is equivalent to the brand name shown, Bidder may substitute the "or equal" provided the "or equal" is specified by name & model number, and provides the dimension & or capacities. Submitted equivalencies will be evaluated based on their comparison to the specified brand name and part number indicated, in regard to the following: Design, Function, Performance, Quality, Availability, Warranty, and Installation Requirements. Bidders requesting use of "County approved equivalent" products should submit specifications to County of San Diego Purchasing and Contracting no less than [7] business days prior to bid opening for approval.
- 2.5. In the event the published literature furnished by the Bidder is at variance with the requirements of any item of this specification, the Bidder shall explain in detail, the reasons why the proposed equipment will meet this specification and not be considered an exception thereto.
- 2.6. All pricing offered will be firm fixed through the end of factory production final build-out date for the awarded model year production.
- 2.7. If there are discounts applied to the submitted pricing, they need to be included and added in the submitted pricing schedule. Please reference Section 10 Billing and invoice for further information.

3. BASE VEHICLE – FORD UTILITY POLICE INTERCEPTOR ECOBOOST (Initial Quantity 75)

3.1. Vehicle Snapshot

- 2.1.1 Model: Utility Police Interceptor AWD (K8A)
- 2.1.2 Engine/Transmission:
 - 2.1.2.1 3.0L V6 EcoBoost (99C)
 - 2.1.2.2 Transmission 10-Speed Automatic Transmission (44U)
- 2.1.3 Interior Equipment Group: 500A
- 2.1.4 Interior color: Cloth Front Buckets/Vinyl Rear
- 2.1.5 Rear-door controls Inoperable (locks, handles, and windows) (68G)
- 2.1.6 Badge delete (16D)
- 2.1.7 Rear View Camera (Option Code = 87R)
- 2.1.8 Rear Center Seat Delete (Option Code = 85S)

3.2. Factory Vehicle Options

- 2.2.1. Blind Spot Monitoring with Cross-Traffic Alert (Option Code = 55B)
- 2.2.2. Reverse Sensing System (Option Code = 76R)
- 2.2.3. Tail Lamp / Police Interceptor Housing Only (Option Code = 86T)
- 2.2.4. Dome Lamp – Switchable Red/White in Cargo Area (Option Code = 17T)
- 2.2.5. Underbody Deflector Plate (Option Code = 76D)
- 2.2.6. Hidden Door-Lock Plunger w/Rear-door handles inoperable (Option Code = 52P)
 - 2.2.6.1. Spot Lamp LED Driver & Passenger (Option Code =51S)
- 2.2.7. Keyed Alike – 1284x (Option Code =59B)
- 2.2.8. Ballistic Door Panel Angel Armor
 - 2.2.8.1. Driver side, ANGARM-00358, Avail Lev III+Ballistic Door Panel, 20+Utility
 - 2.2.8.2. Passenger side, ANGARM-00359, Avail Lev III+Ballistic Door Panel, 20+Utility

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- 2.2.9. Cloth Front Buckets / Vinyl Rear (Color Code = FW) (96)
- 2.2.10. Rear Auxiliary Air Conditioning (Option Code = 17A)
- 2.2.11. Dark Car Feature (Option Code = 43D)

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2.3. Exterior Paint

- 2.3.1. Standard Paint Colors to be determined by County of San Diego Contracting Officer Representative at time of purchase order receipt.
- 2.3.2. Pricing Sheet Line #B - Additional Aftermarket Paint: The Successful bidder will be responsible for the performance or facilitation of the following:
 - 2.3.2.1. Preparation and Re-Paint of Passenger & Driver's Front Doors & Roof to Color Code (YZ) Ford Oxford White.
 - 2.3.2.2. Paint to be factory equivalent in quality and warranty (Vinyl wrap not acceptable)
 - 2.3.2.3. Successful bidders utilizing a sub-contractor for this item will need to submit the proposed sub-contractor's business name, address, and qualifications possessed to complete factory quality level painting services.

2.4 Wireless Automated Fueling System – WAF

- 2.3.3. Installation of a commercially available wireless automated fueling system such as ASSETWORKS Fuel Focus (Or Approved Equivalent in Function & Compatibility)
- 2.3.4. System must be installed into vehicle according to manufacturer's specifications.
- 2.3.5. System shall be comprised of three components, a Vehicle Identification Box (VIB), Data Link Connector (DLC) adapter harness and fuel inlet antenna.
- 2.3.6. Vehicle Identification Box (VIB) must be the latest available model for purchase and compatibility for the year, make and model of vehicle being outfitted.
- 2.3.7. Data Link Connector (DLC) harness must be compatible with VIB box capabilities and compatible with year, make and model of vehicle being outfitted.
- 2.3.8. Fuel Inlet Antenna must be the appropriate part for the year make and model of vehicle being outfitted. Antenna must be securely adhered to the filler neck in a way that does not inhibit proper seal between fuel station filling nozzles and the vehicles' fuel inlet port. Adhesives used shall be fuel resistant to ensure proper adhesion during normal vehicle operation.
- 2.3.9. Electrical wires providing power, ground and communication shall be conjoined with solder and sealed using weather resistant heat shrink tubing as per manufacturer's specifications. Electrical power feed to power module during regular vehicle operation shall use; ignition/run start switched power that ensures module power is provided sufficiently for proper system operation.
- 2.3.10. Wiring between VIB and fuel tank nozzle ring shall be no less than 18 AWG, 3-Conductor, Shielded, with stranded bare copper conductor such as (Coleman Cable Part # 952184609) or equivalent.
- 2.3.11. Initial system installation shall be inspected by county personnel prior to first vehicle's delivery, to ensure proper installation and function of system. Systems that are installed outside of manufacturer's specifications, or use wiring that is below standard, shall be refused and payment on submitted invoices will be withheld until the issue is resolved.
- 2.3.12. The battery draw of complete vehicle after outfitting to be less than 50ma.

4. FORD UTILITY PATROL OUTFITTING

5.

The purpose of this specification is to outfit an initial estimated quantity of 75 current model year Ford Utility Vehicle Interceptors or equal with 3.0L EcoBoost engine with the following PATROL requirements.

Bidders must provide a detailed quote including manufacturer part numbers and a note identifying each part when offering "County approved equivalent". Bidders requesting use of "County approved equivalent" products should submit specifications to County of San Diego Purchasing and Contracting no less than [7] business days prior to bid opening for approval.

Pricing to be for initial outfitting of 75 vehicles. All pricing offered will be firm fixed for the duration of one (1) year from contract award date. All systems, components, parts and materials provided by the vendor shall be new and unused, with full manufacturer's warranties in effect starting on the date of acceptance by the county.

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3.1 **Emergency lights and Siren**

- 3.1.1 Lightbar: (1) SoundOff Signal ENFLB-54 or San Diego County approved equivalent LED multi-color lightbar, 54" in length, graphite color top covers and pursuit rated (2-bolt) mounting kit for 2023 Ford Utility. See lightbar build sheet for complete configuration specifications. The lightbar shall be installed on the vehicle's roof centered between the front and rear door jambs. The lightbar shall communicate with the siren controller via data connection through a cat5 cable. The corner modules on the driver side of the lightbar shall be deactivated when the driver's door is ajar to preserve the deputy's night vision when exiting and entering the vehicle. (See Exhibit A for current example)
- 3.1.2 Siren Controller: (1) SoundOff Signal ENGS5200RSP or San Diego County approved equivalent, bluePRINT 500 Series Control System. True dual tone 200-watt amplifier capable of producing two independent tones simultaneously. The siren amplifier and relay module shall be installed on the rear electronics tray. The siren control head shall be mounted on the vehicle's headliner so as not to obstruct drivers view of the rear-view mirror, and feature the following controls:
- 3.1.2.1 Aux switch 1: Left-Right-Center directional light control
 - 3.1.2.2 Aux switch 2: Left alley light
 - 3.1.2.3 Aux switch 3: Take Down Lights
 - 3.1.2.4 Aux switch 4: Right alley light
 - 3.1.2.5 Aux switch 5: Scene light
 - 3.1.2.6 Aux switch 6: not used
 - 3.1.2.7 Aux switch 7: Right spot
 - 3.1.2.8 Aux switch 8: Gun release (8-second security timer function)
 - 3.1.2.9 Standby: Places sirens in standby mode
 - 3.1.2.10 Wail: activates dual tone Wail
 - 3.1.2.11 Yelp: Activates dual tone Yelp
 - 3.1.2.12 Tone: Activate Wail and Yelp
 - 3.1.2.13 Horn: Activates Air Horn
 - 3.1.2.14 Manual: Activates Manual siren tone
 - 3.1.2.15 Radio Re-Broadcast: Broadcasts 2-way radio audio on PA system
 - 3.1.2.16 Slide Switch #1: Rear lightbar, and lightbar steady red/blue LED's
 - 3.1.2.17 Slide Switch #2: Taillight flasher, blue LED's in reverse lights, under spoiler LED's, Lift gate open LED's (only when lift gate is open) and the front of the lightbar with red/blue pattern
 - 3.1.2.18 Slide Switch #3 Park: Grill mounted LED's and under mirror LED's
 - 3.1.2.19 Slide Switch #3 Drive: Front headlight LED's, headlight flasher and add white flashing LED's on lightbar. The siren will default to "Tone" and activate wail / yelp when placed in level 3 and in drive gear.
 - 3.1.2.20 Horn ring transfer via the OBM steering wheel horn switch
 - 3.1.2.21 The PA microphone shall be mounted on a mic clip located on the center equipment console. The PA mic will be connected to the overhead siren control panel via extension cable, (1) SoundOff Signal PSRN4MCEXT or San Diego County approved equivalent.
- 3.1.3 Siren Speakers: (2) SoundOff Signal ETSS100N or San Diego County approved equivalent, 100-watt siren speakers shall be installed in the vehicle lower grill opening with the use of (2) SoundOff Signal brackets ETSS100CBKFS-BP or San Diego County approved equivalent. The speakers shall be connected directly to the siren amplifier.

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3.2 Center Equipment Console and Computer Mount

- 3.2.1 Tablet Mounting Solution: The successful vendor shall install the following components to support a Dell Tablet and Dock. The mounting solution shall be installed in preparation for the County's final installation of the monitor. The monitor mount shall provide sufficient side-to-side swivel adjustments to be viewable by passenger and driver seated locations. All dash panel cuts shall be performed in a clean and workmanlike manner to include only minimal modifications to factory trim pieces
- 3.2.1.1 (1) Havis C-DMM-3015-or San Diego County approved equivalent, Swing Up Device Mount for 2023 Ford Interceptor Utility Vehicle.
- 3.2.1.2 (1) Havis DS-Dell-612-2 or County approved equivalent, Docking Station with Dual Pass-through Antenna for Dell's Latitude 12 Rugged Tablet with Power Supply.
- 3.2.2 Keyboard Mounting Solution: The successful vendor shall install the following components to support a Havis Keyboard mounting solution. The mounting solution shall be installed in preparation for the County's final installation of the keyboard.
- 3.2.2.1 Havis CM006331 or San Diego County approved equivalent, Side mounted articulated swing arm assembly to be installed on right rail of console and support keyboard
- 3.2.2.2 Havis C-MD-204 or San Diego County approved equivalent, Tilt / Swivel Motion Device
- 3.2.2.3 Havis C-KBM-202-or San Diego County approved equivalent, Keyboard Mounting Plate for Motorola.
- 3.2.3 Center Equipment Console: (1) Havis C-VS-1012-INUT or San Diego County approved equivalent shall be installed between the front seats to support the installation of the radio control head and other related components. The console will support a total of 22" of equipment faceplate mounting. 10" will be at an angle with the remaining 12" in a level horizontal section. The console will install form fitting to the vehicle's dash panel. The console will include (2) DC power ports between the angled and level faceplate sections. The OEM USB and 3.5mm audio ports will be relocated to the passenger side of the console. The console package will include the following equipment mounting brackets, filler panels and console accessories:
- 3.2.3.1 Havis C-LP2-PS2 or San Diego County approved equivalent, 2" Console faceplate with (2) DC power ports and (2) rocker switch cut-outs installed in the #1 (top) position of the console. The rocker switch cutouts will be used for "black-out" and prisoner / K9 dome light.
- 3.2.3.2 Havis C-EB15-HLN-1P or San Diego County approved equivalent, Equipment mounting bracket for Motorola DEK, 1.5", installed in the #2 position of the console
- 3.2.3.3 Havis C-EB25-XTL-1P or San Diego County approved equivalent, Equipment mounting bracket for Motorola XTL/APX -05 remote head radio, 2.5", installed in the #3 position of the console
- 3.2.3.4 Havis C-FP-2 or San Diego County approved equivalent, 2" Console blank filler panel installed in the #4 position of the console.
- 3.2.3.5 Havis C-AP-0325 or San Diego County approved equivalent, 3" Console accessory pocket installed in the #5 Position of the console.
- 3.2.3.6 Havis C-FP-05 or San Diego County approved equivalent, 1/2" Console blank filler panel installed in the #6 position of the console.
- 3.2.3.7 Havis C-CUP2-I or San Diego County approved equivalent, Dual internal beverage holder, approximately 4", installed in the #7 position of the console.
- 3.2.3.8 Havis C-MCB or San Diego County approved equivalent, Microphone mounting brackets installed on the right track rail of the console for the mounting of the radio and PA microphones

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- 3.1.4 Grill LED's: (1) Red SoundOff Signal EMPS2STS3R and (1) Blue SoundOff Signal EMPS2STS3B or San Diego County approved equivalent. The LED warning lights shall be installed in the grill opening with use of (1) SoundOff Signal PMP2BKDGJ or San Diego County approved equivalent 90 degree mounting brackets. Each warning light will have 8-LED's. The red LED light will mount on the driver side and the blue LED will mount on the passenger side. The LED's will be connected to slide switch position #3 and flash in sync with each other.
- 3.1.5 Under Spoiler LED's: (1) Red/Amber LED, SoundOff Signal ENFSSS3K and (1) Blue/Amber LED, SoundOff Signal ENFSSS3M or San Diego County approved equivalent. LED warning lights shall be installed under the rear spoiler with use of (1) SoundOff Signal PMP2RS202 or San Diego County approved equivalent mounting brackets. Each warning light will have 12-LED's. The Red/Amber LED light will mount on the driver side and the blue/amber LED will mount on the passenger side. The LED's will be connected to slide switch position #2 and flash in sync with each other.
- 3.1.6 Exterior Under-Mirror LED's: (1) Red SoundOff Signal ENT2B3R, and (1) Blue LED, SoundOff Signal ENT2B3B or San Diego County approved equivalent. Intersector LED warning lights shall be installed under the vehicle's exterior mirrors with the use of mounting brackets (1) SoundOff Signal PMP2BKUMB3-D for the driver side and (1) PMP2BKUMB3-P or San Diego County equivalent for the passenger side to provide side warning signal. Each warning light will have 9-LED's. The red LED light will mount on the driver side and the blue LED will mount on the passenger side. The LED's will be connected to slide switch position #3 and flash in sync with each other.
- 3.1.7 Headlight Mounted LED's: (1) Red/white SoundOff Signal ELUC3H010D and (1) Blue/white SoundOff Signal ELUC3H010E or San Diego County approved equivalent, 6-LED warning lights shall be installed in the vehicles headlight housings with the Ford option 66A (Front Headlamp/Police Interceptor Housing Only). Each warning light will have 6-LED's. The red/white LED light will mount on the driver side and the blue/white LED will mount on the passenger side. The LED's will be connected to slide switch position #3 in drive and flash in sync with each other.
- 3.1.8 Tail Light Mounted LED's: (2) Blue, SoundOff Signal ELUC3H010B or San Diego County approved equivalent universal undercover LED insert warning lights shall be installed in the vehicles tail light housings with the Ford option 66B (Tail Lamp / Police Interceptor Housing Only). The warning lights will be installed with (2) SoundOff Signal PLUCTCL1 or San Diego County approved equivalent twist-lock adapters. The blue LED's will be placed in the clear reverse lens of the taillight. Each warning light will have 6-LED's. The LED's will be connected to slide switch position #2 and flash in sync with each other.
- 3.1.9 Lift Gate Open Mounted LED's: (2) red/blue, SoundOff Signal EMPS1SLS3J or San Diego County approved equivalent, red/blue recessed mount LED warning lights shall be installed in the interior trim panel of the rear lift gate. The LED's shall be visible when the lift gate is open. The LED's will be connected to slide switch position #2 and only activated when the lift gate is open. The lights shall flash in sync with each other.
- 3.1.10 Headlight Flasher: (1) SoundOff Signal or San Diego County approved equivalent, solid state headlight flasher shall be installed on the vehicle's high beam headlights. The flasher will be connected to slide switch position #3 and only active when the vehicle in in a "drive" gear.
- 3.1.11 Taillight Flasher: (1) SoundOff Signal ETTFUT-16 or San Diego County approved equivalent, solid state taillight flasher shall be installed on the vehicle's (2) lower brake lights. The flasher will be connected to slide switch position #2 and the OEM brake light functions shall override any warning functions.

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3.2.3.9 Magnetic Mic MMSU-1 or San Diego County approved equivalent, magnetic microphone mounts installed on the mounting brackets. The magnetic mounts will be used for the radio and PA microphone. (1) Adapter shall be installed on the PA mic and the (1) adapter with set screw for the radio mic shall be placed in a sealed bag and placed in the beverage holder.

3.2.3.10 Littlite L-5/12-LED or San Diego County approved equivalent, Red/White LED map light with 12" flexible neck shall be installed on the right side of the equipment console. The map light shall be wired to the fuse panel timed circuit

3.3 Radio Communications

3.3.1 The successful vendor shall provide all required pre-cabling of radio antennas, control cables and power cables to support the final installation of the radio equipment by the County. The specifications listed below are minimum requirements and are subject to approval by Sheriff Wireless and Data Services, before the construction and delivery of the first vehicle. All cable lengths at the front center equipment console and the rear electronics tray must be sufficient to allow proper placement of components by the County.

3.3.2 800MHz Radio Antenna: (1) Larsen NMOKHFUDMPL or San Diego County approved equivalent, antenna NMO mount/cable shall be installed on the roof centered left-to-right and 23" from the rear roof's edge. The antenna coaxial cabled is to be routed to the equipment mounting tray in the rear of the vehicle and labeled "Radio Antenna". (1) Larsen NMO3E800B or San Diego County approved equivalent, 806-866MHz antenna mast shall be installed on the NMO.

3.3.3 Radio Control Head Cable: (1) Motorola HKN6169B or San Diego County approved equivalent, radio control head cable shall be routed from the front center equipment console to the rear equipment mounting tray.

3.3.4 Radio Control Head Pre-Wire: Pre-wire for the radio control head (Motorola XTL or APX -05 remote head) located in the center console must include the following circuits. A label must be affixed to the radio control head wire bundle to clearly identify the circuits.

3.3.4.1 16awg Red/Black wire printed "Radio Head" to provide constant 12V from the rear fuse panel circuit #2

3.3.4.2 16awg yellow wire printed "Radio 2" to provide ignition from an ignition sense wire. Could be the same used for the gun lock ignition wire.

3.3.4.3 16awg black wire printed "ground" to provide ground sourced from a factory ground location.

3.3.4.4 18/2 speaker wire for connection to the radio's audio output to allow the siren to perform the radio re-broadcast (RRB) feature.

3.3.5 Radio Transceiver Pre-Wire: Pre-wire for the radio transceiver (Motorola XTL or APX -05 remote head) located on the rear equipment tray must include the following circuits. A label must be affixed to the radio transceiver wire bundle to clearly identify the circuits.

3.4 Data Communications

3.4.1 The successful vendor shall provide all required pre-cabling of data antennas, computer control cables and power cables to support the final installation of the computer equipment by the County. The specifications listed below are minimum requirements and are subject to approval by Sheriff Wireless and Data Services, before the construction and delivery of the first vehicle. All cable lengths at the front center equipment console and the rear electronics tray must be sufficient to allow proper placement of components by the County.

3.4.2 LTE Antenna: (1) Larsen NMOKHFUDTNC or San Diego County approved equivalent, high frequency antenna NMO mount/cable shall be installed centered from left-to-right on roof and have at least 16' of separation from 800mhz radio antenna. The antenna coaxial cabled is to be

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routed to the Dell Tablet Dock in front dash of the vehicle and labeled "Laird TRA6927M3NBN-001".

3.5 Electrical System

- 3.5.1 General Electrical System Requirements: All wiring must remain consistent across all Utility vehicle and configurations. The successful vendor must comply with the following specifications and requirements:
 - 3.5.1.1 All wiring must be contained as part of a complete vehicle harness.
 - 3.5.1.2 Wires and cables must be routed consistently in each vehicle.
 - 3.5.1.3 Vendor to supply "as-built" vehicle documentation to include but not limited to:
 - 3.5.1.3.1 Circuit identification
 - 3.5.1.3.2 Wire routing diagrams
 - 3.5.1.3.3 Connection diagrams for all components including siren amplifiers, relays and fuse panels
 - 3.5.1.3.4 Complete documentation of all factory wire interfaces (park kill, horn, door ajar, etc.)
 - 3.5.1.3.5 Complete documentation of all OEM fuses that have an effect of the outfitting package
 - 3.5.1.4 All fuses, relays and spare wires must be clearly labeled as to their function.
 - 3.5.1.5 All wire runs are to be "home runs" with no unnecessary connections in the circuits
 - 3.5.1.6 All wiring shall be cross-linked polyolefin and meet or exceed the following specifications for resistance to heat and abrasion:
 - 3.5.1.6.1 Chrysler specifications MS 5919
 - 3.5.1.6.2 Ford specifications MIL85-A
 - 3.5.1.6.3 MIL-Specifications MIL-7928
 - 3.5.1.6.4 Packard specifications M-2023
 - 3.5.1.6.5 SAE Specifications 7928
 - 3.5.1.6.6 SAE Specifications J1128
 - 3.5.1.7 All wiring shall include labeled / printed wire as to identify the circuit and/or component
 - 3.5.1.8 There shall be (4) spare circuits routed from the console to the under hood. Wires shall be capped and labeled.
 - 3.5.1.9 There shall be (4) spare circuits routed from the console to the rear electronics tray. Wires shall be capped and labeled.
- 3.5.2 Warning System Fuse Panel: For the following item only, Bidder may submit specifications with bid for County Evaluation. Bidder shall provide and install a warning system fuse panel that shall house fuses for all aftermarket components other than the radio and computer and shall be sourced from the fuse panel and power distribution center. The fuse panel must comply with the following:
 - 3.5.2.1 The fuse panel will be installed in the rear interior trim panel storage pocket on the passenger side.
 - 3.5.2.2 The fuse panel will include a vehicle specific mounting system to insure consistent placement on vehicle.
 - 3.5.2.3 The panel will support (21) ATO fuses and (4) MAXI fuses
 - 3.5.2.4 A solid-state timer will be installed on the panel and set to 30-minute time delay
 - 3.5.2.5 The delay timer will control a Mil-Spec 300-Amp relay to distribute "timed" power to high current circuits
 - 3.5.2.6 All wire crimp connections at the fuse panel must meet MIL-SPEC standards for pull-test.

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- 3.5.2.7 Fuse Panel housing shall be constructed of metal and wiring shall meet SAE J01128 and MIL – 85B standards.
- 3.5.2.8 Fuse Panel and wiring shall have a warranty no less than 5 years.
- 3.5.3 The fuse panel will include a labeled fuse cover to identify the following circuits:
 - 3.5.3.1 Fuse #1, Constant, 15-Amp, Headlight Flasher
 - 3.5.3.2 Fuse #2, Constant, 10A Control Head constant power to the front center equipment console.
 - 3.5.3.3 Fuse #3, Constant, Console Spare (CIR 3)
 - 3.5.3.4 Fuse #4, Constant, 10-Amp, Rear Gun Lock (K9)
 - 3.5.3.5 Fuse #5, Constant, Console Spare (CIR 5)

 - 3.5.3.6 Fuse #6, Constant, 5-Amp, Timer
 - 3.5.3.7 Fuse #7, Constant, 20-Amp, Tail Light Flasher
 - 3.5.3.8 Fuse #8, Timed, 5-Amp, Black Out Switch / Relays
 - 3.5.3.9 Fuse #9, Timed, 30-Amp, Lightbar
 - 3.5.3.10 Fuse #10, Timed, 5-Amp, Lightbar BOB
 - 3.5.3.11 Fuse #11, Timed, 15A Dell Dock Lind power supply in the front center equipment console
 - 3.5.3.12 Fuse #12, Timed, 5-Amp, Rear Dome Light
 - 3.5.3.13 Fuse #13, Timed, 3-Amp, Asset Works VIB
 - 3.5.3.14 Fuse #14, Timed, 5-Amp, Prisoner/K9 Dome Light
 - 3.5.3.15 Fuse #15, (Maxi) Constant, 40-Amp, K9 Electronics
 - 3.5.3.16 Fuse #16, (Maxi) Constant, 20A for radio TR pack in rear equipment tray
 - 3.5.3.17 Fuse #17, (Maxi) Timed, 50-Amp Siren (Lighting Relay Input)
 - 3.5.3.18 Fuse #18, (Maxi) Timed, Open
 - 3.5.3.19 Fuse #19, Timed, Rear Spare
 - 3.5.3.20 Fuse #20, Timed, Rear Spare
 - 3.5.3.21 Fuse #21, Timed, 5-Amp, Radio Control Head
 - 3.5.3.22 Fuse #22, Timed, 20-Amp, Siren Amp
 - 3.5.3.23 Fuse #23, Timed, 15-Amp, Power Outlets
 - 3.5.3.24 Fuse #24, Timed, 5-Amp, Map Light
 - 3.5.3.25 Fuse #25, Timed, Console Spare (flashlight)
 - 3.5.3.26 Fuse #28, 15-Amp, Radio
 - 3.5.3.27 Fuse #29, 10-Amp, Radio Control Head
 - 3.5.3.28 Fuse #32, Open
- 3.5.4 Brake Light “Black-Out” System: The successful vendor will be required to install a brake light black out system to temporarily defeat the vehicle’s brake and reverse light functions for tactical advantages. The County understands that this system is not recommended by Ford or Federal Motor Vehicle Safety Standards and accepts responsibility for the operation of the system. The system shall include a console (1) K4 SW-BRAKE or San Diego County approved equivalent mounted rocker switch to activate N.O. / N.C. relays installed to interrupt the power to the brake and reverse lamps. The OEM circuit shall utilize the N.C. (normally closed) contacts on the relay so that the brake light defeat will default to normal operation. The console mounted switch shall be a Carling Contoura style with a laser etched marking and legend. The switch will be momentary and must remain manually depressed for the brake lights to be in “black-out” mode.
- 3.5.5 Lift Gate Mounted Dome Light: (1) SoundOff Signal ECVDMLTST4G or San Diego County approved equivalent red/white LED dome light will be installed on the rear lift gate interior trim panel. The light will source power from the fuse panel and only be enabled when the lift gate is open.

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- 3.5.6 Electronics Mounting Tray: (1) Havis C-TTP-INUT-2 or San Diego County approved equivalent equipment tray will install in the rear of the vehicle above the spare tire and below the removable cargo floor. The electronics tray will hinge up to provide access to the spare tire (spare tire must remain in vehicle). The 25" W x 30" L mounting surface will provide a mounting location for the following components. Placement of all components must be approved by the County prior to vehicle construction.
 - 3.5.6.1 Siren
 - 3.5.6.2 RJ-45 splitter (lightbar and control panel)
 - 3.5.6.3 Lightbar Break-Out-Box (BOB)
 - 3.5.6.4 Relays (Lev 3 Park Kill, Lift Gate Open, Lift Gate Dome)
 - 3.5.6.5 Motorola XTL / APX Radio transceiver
 - 3.5.6.6 Motorola MW-810 CPU
 - 3.5.6.7 Motorola HPD1000
 - 3.5.6.8 Antenna duplexer
- 3.6 **Prisoner Transportation System**
 - 3.6.1 Front Partition: (1) Setina PK1186ITU20-TM or San Diego County approved equivalent, #10XL front prisoner partition with center recess panel and lower extension panels. The partition will have a coated polycarbonate horizontal sliding window with a slotted polycarbonate window guard. The partition will include "XL" Extra leg room and "TM" Tall man installation kit. The side polycarbonate filler panels shall be rigid with break-away fasteners for air bag compliance.
 - 3.6.2 Rear Partition and Transportation Seat: (1) rear cargo partition Setina 12-VS and (1) transportation seat SetinaQK0566ITU20 or San Diego County approved equivalent, Full replacement prisoner transportation seat with center pull seat belts and #12 rear partition with coated polycarbonate window. The seat shall be constructed of heavy duty, moisture and pathogen resistant TPO polymer. The center pull seat belt system must be Federal Motor Vehicle Safety Standard (FMVSS) 207/210 compliant.
 - 3.6.3 Window Barriers: (1) Setina WK0514ITU20H or San Diego County approved equivalent window barriers shall be installed on the rear driver and passenger doors. The window barriers shall be constructed of steel and feature horizontal bars for increased rear and side visibility to the driver
 - 3.6.4 Door Panels: (1) Setina DK0100ITU20 or San Diego County approved equivalent door panels shall be installed on the rear driver and passenger doors. The panels shall be constructed of heavy duty, moisture and pathogen resistant TPO polymer. The panels will install over the OEM door panels and block access to the door handle and window switch.
 - 3.6.5 Prisoner Transportation Dome Lights: (2) SoundOff Signal ECVDMLTST4G or San Diego County approved equivalent, LED dome lights will be installed on the headliner in the prisoner compartment to provide illumination for contraband inspections and other nighttime operations. The dome lights will be controlled by (1) K4 SW-DOME2 or San Diego County approved equivalent, console mounted Carling Con toura style rocker switch with a laser etched marking and legend.
- 3.7 **Cargo Protection**
 - 3.7.1 Cargo Guard: (1) UV-CARGO-GUARD-SET or San Diego County approved equivalent shall be installed in the rear of the vehicle to provide a secure storage solution. The cargo guard will create a "trunk" in the utility vehicle to protect equipment from theft from a broken window. The cargo guard must comply with the following:
 - 3.7.1.1 The cargo guard will create a shelf platform under the window beltline and extend from the rear partition to the rear lift gate and from side to side.
 - 3.7.1.1.1 The guard must fit the contours of the vehicle interior panels with no gaps.
 - 3.7.1.1.2 The rear edge of the guard at the lift gate, will feature a hinged door that will flip up to provide easier access to cargo stored under the guard.

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3.7.1.1.3 The hinged door will have slam latches that are only accessible from under the guard's platform requiring that the rear lift gate is open to gain access to the latches.

3.7.1.1.4 The guard will be constructed of heavy gauge steel and be finished with a textured powder coat finish.

3.7.1.1.5 The guard must securely install in the vehicle using only factory bolt locations.

3.7.1.1.6 The County must approve the final design

3.8 Weapon Mounting System

3.8.1 Partition Mounted Weapon Rack: (1) Setina GK1031S1UHKSSCAXL or San Diego County approved equivalent dual weapon rack shall be installed on the front partition. The rack will support the secure storage of (1) Remington 870 shotgun with pistol grip stock and (1) AR-15 style rifle with adjustable butt stock. The rack must feature an extruded aluminum back bone to allow adjustments for both weapons. All exposed hardware must be security style such as pin-in hex. The gun locks will be electronically released via the siren control panel button #8 (security 8-sec. timer) and feature a #6 key over-ride. The rifle gun lock will utilize a "barrel lock" to allow compatibility with various configurations. The rack must include additional storage security to the rifle by preventing access to the take down pins, magazine release and trigger. The guard must be compatible with a 30-round magazine. Both weapons will be installed in the rack with the trigger facing towards the partition.

3.9 Graphics Package

3.9.1 The successful vendor will be required to produce and install a complete graphics package. The vendor shall supply the County Fleet Management with a list of vehicle identification numbers (VIN) on an excel spreadsheet, and the County will identify the correct county assigned unit number.

3.9.2 The graphics package must include the following:(See reference photos in Section 9)

3.9.2.1 (2) Sheriff Stars to be installed on the front driver and passenger doors

3.9.2.1.1 Approximate size: 20"

3.9.2.1.2 Material: 3M 1080 Series

3.9.2.1.3 Color: S120, Satin White Aluminum

3.9.2.1.4 Laminate: 3M Envision 8548 Gloss

3.9.2.1.5 Expected Durability: 7-9 Years

3.9.2.2 (2) "SHERIFF" graphics to be installed on the front driver and passenger doors

3.9.2.2.1 Approximate size: 2.25" x 23"

3.9.2.2.2 Material: 3M 1080 Series

3.9.2.2.3 Color: S120, Satin White Aluminum

3.9.2.2.4 Laminate: 3M Envision 8548 Gloss

3.9.2.2.5 Expected Durability: 7-9 Years

3.9.2.3 (1) "SHERIFF" graphics to be installed on the rear lift gate

3.9.2.3.1 Approximate size: 2.25" x 23"

3.9.2.3.2 Material: 3M 1080 Series

3.9.2.3.3 Color: S120, Satin White Aluminum

3.9.2.3.4 Laminate: 3M Envision 8548 Gloss

3.9.2.3.5 Expected Durability: 7-9 Years

3.9.2.4 (2) "KEEPING THE PEACE SINCE 1850" graphics to be installed on the front driver and passenger fenders

3.9.2.4.1 Approximate size: 2" x 35"

3.9.2.4.2 Material: 3M 1080 Series

3.9.2.4.3 Color: S120, Satin White Aluminum

3.9.2.4.4 Laminate: 3M Envision 8548 Gloss

3.9.2.4.5 Expected Durability: 7-9 Years

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- 3.9.2.5 (1) 5-Digit vehicle number to be installed on the hood
 - 3.9.2.5.1 Approximate size: 2" Tall
 - 3.9.2.5.2 Material: 3M 1080 Series
 - 3.9.2.5.3 Color: S120, Satin White Aluminum
 - 3.9.2.5.4 Laminate: 3M Envision 8548 Gloss
 - 3.9.2.5.5 Expected Durability: 7-9 Years

- 3.9.2.6 (1) 5-Digit vehicle number to be installed on the rear lift gate
 - 3.9.2.6.1 Approximate size: 2" Tall
 - 3.9.2.6.2 Material: 3M 1080 Series
 - 3.9.2.6.3 Color: S120, Satin White Aluminum
 - 3.9.2.6.4 Laminate: 3M Envision 8548 Gloss
 - 3.9.2.6.5 Expected Durability: 7-9 Years

- 3.9.2.7 (1) 3-Digit vehicle number to be installed on the roof
 - 3.9.2.7.1 Approximate size: 20" Tall
 - 3.9.2.7.2 Material: 3M 1080 Series
 - 3.9.2.7.3 Color: G12 Gloss Black
 - 3.9.2.7.4 Laminate: 3M Envision 8548 Gloss
 - 3.9.2.7.5 Expected Durability: 5 Years

- 3.9.2.8 (1) Underline to be installed under roof numbers
 - 3.9.2.8.1 Approximate size: 4" x 43"
 - 3.9.2.8.2 Material: 3M 1080 Series
 - 3.9.2.8.3 Color: G12 Gloss Black
 - 3.9.2.8.4 Laminate: 3M Envision 8548 Gloss
 - 3.9.2.8.5 Expected Durability: 5 Years

4 STANDARDS AND REQUIREMENTS

- 4.1 The successful bidder shall be responsible to deliver all completed vehicles as specified and equipped in this specification

- 4.2 The successful bidder shall identify the local area service provider and/or warranty repair center responsible for all equipment repair identified in this specification. Service centers must be accessible within a 1 hour driving window under normal traffic conditions from any starting point within the geographical area of San Diego County. This local area service provider shall be capable of providing warranty repairs and parts replacement, product support and service.

- 4.3 The successful bidder shall verify that the successful bidder or sub-contractor, whomever is providing this outfitting installation utilizes certified Emergency Vehicle Technicians that are certified as Law Enforcement Vehicle Installers (L-1), and that the sub-contractor has a history of manufacturing, outfitting, supporting, and servicing of aftermarket Law Enforcement vehicle equipment consisted of but not limited to
 - 4.3.1 Emergency lights and siren
 - 4.3.2 Center consoles
 - 4.3.3 Trunk trays
 - 4.3.4 Weapon management and security storage systems,
 - 4.3.5 Wiring harnesses, power distribution and management systems

- 4.4 The successful bidder shall ensure that the primary sub-contractor shall be the only sub-contractor performing the outfitting services and no other subcontracting work shall be permitted by the successful bidder or the primary successful bidder without prior written approval of the County of San Diego Fleet Management.

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- 4.5 All equipment and components shall be new, assembled, installed, and fully functional as indicated by the specifications and shall be factory standard unless otherwise specified.
- 4.6 All substitutions must be listed as exceptions for evaluation. San Diego County representatives shall be the sole judges if the substitution is acceptable as an equivalent.
- 4.7 Successful bidder will outfit one vehicle which will be submitted for inspection and approval before the remainders of the vehicles are started.
- 4.8 The successful bidder shall produce no less than 20 outfitted vehicles per this specification per month starting after the first vehicle is approved by the County of San Diego Fleet Management.
- 4.9 The successful bidder is responsible for the delivery of all vehicles to the County of San Diego.
- 4.10 Vehicles delivered to the County must not include any modifications to or additions of equipment that are not specifically requested by the County as part of its specifications. Vehicles which have had modifications or alterations to the manufacturer's wiring or body structure through the installation of such devices may, at the County's sole discretion, be rejected as not meeting specifications. In such cases, the County shall determine whether repairs to the vehicle to eliminate the alteration shall be acceptable to correct the specification deficiency, or if replacement of the vehicle is required.

5 DOCUMENTATION

- 5.1 Each vehicle shall include a laminated "quick reference" card showing the lighting control keypad functions
- 5.2 Vendor must create and deliver detailed reference documents with component locations, any maintenance or diagnostic charts if applicable, and electrical diagrams with appropriate system identification
- 5.3 The reference documents, illustrations, and diagrams shall include, but not be limited to the following systems and items:
 - 5.3.1 Emergency light and siren system
 - 5.3.2 Wiring harness
 - 5.3.3 Any system added by vendor
 - 5.3.4 Item specified during meeting
 - 5.3.5 wire size and color
 - 5.3.6 Diagram must show location of fuses
- 5.4 Provide reference documents, illustrations, diagrams in a hard copy and binder format
- 5.5 Reference documents, illustrations, and diagrams shall be provided in a digital format and shall include the same information as in number three of the Rear Console Section Warnings and safety precautions shall be identified clearly in the reference documents and diagrams.
- 5.6 Reference documents and diagrams shall be specifically created for the current production, and shall contain the following:
 - 5.6.1 Job and or Production number
 - 5.6.2 Table of contents
 - 5.6.3 Parts section sorted in alphabetical order
 - 5.6.4 Parts section in functional groups reflecting a major system, component, or assembly

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FOR 2023 OR NEWER FORD POLICE INTERCEPTOR UTILITY VEHICLES

5.6.5 Part numbers with full descriptions

6 WARRANTY

6.1 All Warranty repair services should be available by the warranty repair center responsible for all equipment repair identified in this specification. Service centers must be accessible within a 1 hour driving window under normal traffic conditions from any starting point within the geographical area of San Diego County. This local area service provider shall be capable of providing warranty repairs and parts replacement, product support and service with certified Law Enforcement Emergency Vehicle Technicians (L-1).

6.2 Up fitting Craftsmanship Warranty: 5 Years Unlimited Mileage

6.3 All wiring must be covered for (5) five years from the time of delivery

7 DELIVERY AND DEMONSTRATION

7.1 The successful bidder shall be responsible for the delivery of each completed vehicle to the County of San Diego's specified location. Location shall be specified by Contracting Officer Representative at time of delivery scheduling for each vehicle.

7.2 Delivery dates shall not exceed 365 days from receipt of purchase order.

7.3 On initial delivery of the first vehicle, the successful bidder shall supply a qualified representative to demonstrate the vehicle and provide initial instruction to representatives of the County of San Diego regarding the operation, care, and maintenance of the vehicle and equipment supplied at the County of San Diego's location.

7.4 Vehicle to be delivered with no less than ½ tank of gas. Vehicles not meeting this requirement will not be accepted and payment on submitted invoices will be withheld until delivery requirements have been met.

7.5 All vehicles shall be delivered with current and valid California "Exempt" registration with license plates installed and registration cards provided at time of delivery unless otherwise previously requested by the County prior to the vehicle's scheduled delivery. Ownership information and department of motor vehicle registration information shall be provided by the County of San Diego prior to first vehicle delivery.

7.6 Deliveries are by appointment only & shall only occur between the hours of 8:00am and 2:00pm PST, Monday - Friday. (Excluding County observed Holidays). Deliveries shall be limited in quantity to no more than twenty (20) vehicles per week.

7.7 Vehicle delivery shall be coordinated with Fleet Management during normal business hours. All deliveries are to be made to:

County of San Diego
5610 Overland Ave.
San Diego, California 92123

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Customization Ordering Information: Exterior Lightbar

Vehicle Type 2017 Ford Utility Quantity _____ Lightbar Lengths 42" 48" 54" 24" 36" 60" 72"

Wire Exit Side Driver Passenger Mounting Style Pursuit Fixed Height Hook Kit PNFLBF23 Alleys Yes No

48"

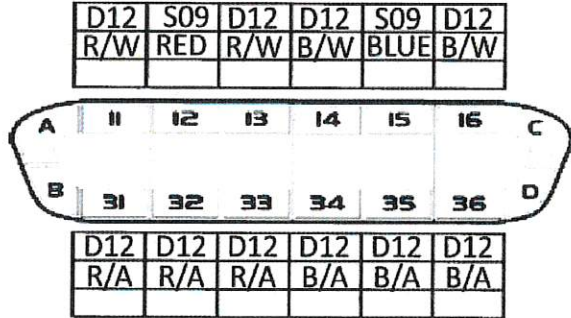
Lightbar Front: Top Row = LED Count Middle Row = LED Color Third Row = Programmable Option

Driver Side (front)

LED Count	D24
LED Color	R/W
Programmable Option	

(back)

LED COUNT	D24
LED Color	R/W
Programmable Option	



Passenger Side (front)

D24	LED Count
B/W	LED Color
	Programmable Option

(back)

D24	LED COUNT
B/W	LED Color
	Programmable Option

Lightbar Back: Top Row = LED Count Middle Row = LED Color Third Row = Programmable Option

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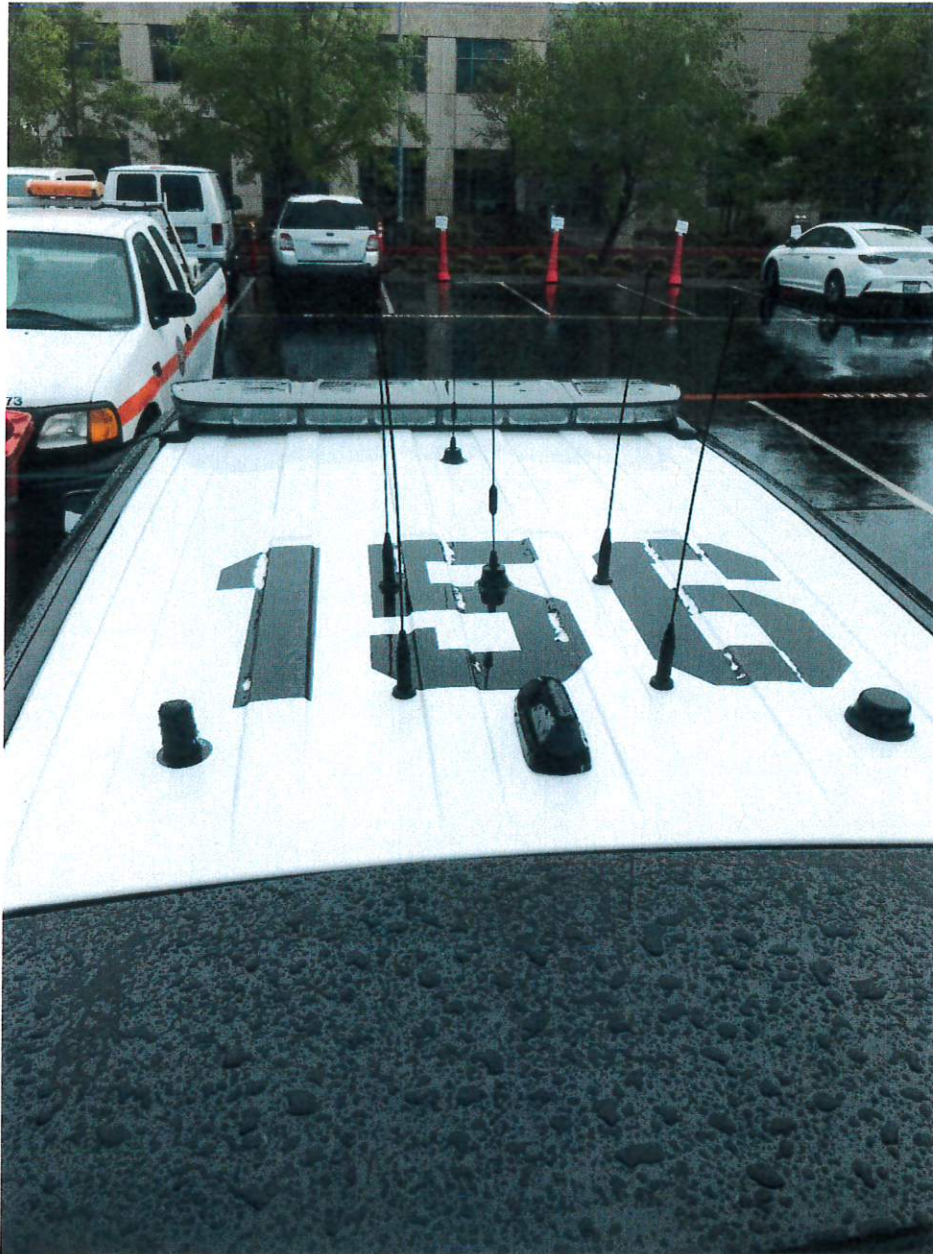
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6. EXHIBIT B – PAYMENT SCHEDULE
 (Submit completed Payment Schedule with your bid)

Initial Year
 2023 Model or Newer

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2023 or Newer Ford Police Interceptor Utility Vehicle All-Wheel Drive 3.0L EcoBoost (Option Code = (K8A)(99C)	75	EACH	\$ 48,948.00	\$ 3,671,100.00
2	Parts	75	EACH	\$ 19,131.51	\$1,434,863.25
3	Labor	75	EACH	\$4,560.00	\$ 342,000.00
4	Tire Fee	75	EACH	\$8.75	\$656.25
5	Additional Fees	75	EACH	\$ 320.00	\$ 24,000.00
TOTAL PRICE:					\$ 5,472,619.50

Option Year 1
 2024 Model or Newer

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2024 or Newer Ford Police Interceptor Utility Vehicle All-Wheel Drive 3.0L EcoBoost (Option Code = (K8A)(99C)	75	EACH	\$ 48,948.00	\$ 3,671,100.00
2	Parts	75	EACH	\$ 19,131.51	\$1,434,863.25
3	Labor	75	EACH	\$4,560.00	\$ 342,000.00
4	Tire Fee	75	EACH	\$8.75	\$656.25
5	Additional Fees	75	EACH	\$ 320.00	\$ 24,000.00
TOTAL PRICE:					\$ 5,472,619.50

COUNTY CONTRACT NUMBER 570454
 AGREEMENT WITH SUNROAD AUTO LLC DBA KEARNY MESA FORD
 FOR 2023 OR NEWER FORD POLICE INTERCEPTOR UTILITY VEHICLES
 Option Year 2
 2025 Model or Newer

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2025 or Newer Ford Police Interceptor Utility Vehicle All-Wheel Drive 3.0L EcoBoost (Option Code = (K8A)(99C)	75	EACH	\$55,041.00	\$4,128,075.00
2	Parts	75	EACH	\$21,427.29	\$ 1,607,046.75
3	Labor	75	EACH	\$ 4,924.80	\$ 369,360.00
4	Tire Fee	75	EACH	\$8.75	\$656.25
5	Additional Fees	75	EACH	\$400	\$30,000.00
TOTAL PRICE:					\$6,135,138.00
TOTAL OF INITIAL AND ALL OPTION YEARS PRICE	\$ 17,080,377.00				

UPON DELIVERY, DOCUMENTS MUST REFLECT THE FOLLOWING MINIMUM INFORMATION:

- Name of Contact Person Company Name
- Ordering Organization and Location Quote Number
- Quantity, Description, Unit Price and Extended Price