



**INVITATION
FOR BID
FB 17-04**

Police Vehicles Installation

Bid Opening
February 16, 2017
At
3:30 pm

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB 17-04**

NOTICE IS HEREBY GIVEN THAT the City of Yuba City, in the County of Sutter, State of California, will receive sealed bids for:

Police Vehicles Installation

Specification packets may be obtained from the City of Yuba City website, www.yubacity.net, go to City Hall, click Request for Proposal/Bids, click Bid Notices, click City of Yuba City General Products and Services, and then click on RFP 17-04 to access the proposal package.

Bids are to be submitted on forms contained in the bid packet. **Bids are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993, on or before February 16, 2017 at 3:30 pm**, at which time bids will be opened and read at the Office of the City Clerk. Bids are to be submitted in a sealed envelope. The envelope shall display the following statement, "SEALED BID NO: FB17-04, BID OPENING, February 16, 2017, 3:30 P.M., CITY HALL."

The City will not accept responsibility for delays in receipt of bids sent by mail or other carriers. It shall be the sole responsibility of each bidder to insure that the City Clerk receives bids no later than the time stated for bid opening. All bids received after said time and date shall be rejected.

The City reserves the right to reject any or all bids or to waive any informalities or minor irregularities in the bid.

No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening.

Any general questions concerning this bid and/or specifications may be directed to Vicky Anderson by emailing vanderso@yubacity.net, prior to bid opening. If you do not have access to the website, you may call 530-822-4645 or stop by the Finance Department at the City Hall, 1201 Civic Center Blvd., Yuba City, Monday thru Friday 8 am to 4 pm to obtain a copy of the bid package.

By order of the City Council, City of Yuba City, County of Sutter, State of California.

Date:

1/18/17



Robin Bertagna, C.P.A.
Finance Director

**PART I
GENERAL CONDITIONS**

1. PREPARATION AND SUBMITTAL OF BIDS

- A. Bids not submitted on the Bid Proposal Form may be rejected.
- B. Bids are to be submitted on forms contained in the bid packet. Bids are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993, on or before 3:30 P.M., February 16, 2017, at which time bids will be opened and read. Bids are to be submitted in a sealed envelope. The envelope shall display the following statement, "SEALED BID FB17-04, BID OPENING February 16, 2017, 3:30 P.M., CITY HALL."
- C. All information requested of the vendor shall be entered in the appropriate space on the Bid Form. Failure to do so may disqualify your bid.
- D. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.
- E. Corrections and/or modifications received after the closing time will not be accepted. Any exceptions to specifications must be stated on the bid.
- F. Three (3) copies of the bid forms must be submitted by the date and at/or prior to the time specified, to be considered. No late bids, telegraphic or telephone bids will be accepted. The City will not be responsible for, nor will accept postmarks from the U.S. Postal Service or other facsimile record of other carriers as proof of timeliness.
- G. Time of delivery shall be stated as the number of calendar days following the signing of the bid to the date of delivery and acceptance by the City of Yuba City.
- H. Each bidder shall state the net price for said item/service delivered F.O.B, 1185 Market Street, Yuba City, CA.
- I. An authorized officer or agent of the bidder shall sign all bids.
- J. All bids, whether accepted or rejected, shall become the property of the City of Yuba City.

2. BRAND NAMES

- A. Any reference to brand names and numbers in the invitation for bids is descriptive, but not restrictive, unless otherwise specified.

- B. Bids on equivalent items meeting the standards of quality thereby indicated would be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands.
- C. Unless the bidder specifies otherwise in his/her bid, it is understood that the bidder is offering a referenced brand item as specified in the invitation for bids. The City of Yuba City reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the City of Yuba City may require a bidder offering a substitute to supply additional descriptive material.
- D. All equipment and supplies are to be new, and the model or material in current production year. No shopworn, irregular, demonstrator equipment or materials are to be offered.

3. TAXES

- A. Add 7.25% California Sales Tax to the item(s) in your bid.
- B. If your company is outside California and collects use tax, please state the amount as a separate item if the City of Yuba City is to remit the tax.
- C. Do not include Federal Excise Tax in your bid.

4. PAYMENT, TERMS, & INVOICE REQUIREMENTS

- A. Bidder must state exact payment terms in their bid proposal. Only those charges that are identified on the bid proposal form and agreed upon by the City will be allowed. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed, in triplicate, to the City of Yuba City – Attention: Finance Department.
- C. The City will pay after delivery and formal written acceptance of the vehicles by the City. Delivery, or receipt of the vehicles by the City, shall not constitute acceptance. Upon delivery of the vehicles, representatives of the City will thoroughly inspect and test it for strict conformance with the specifications and all conditions of the contract. When the City is satisfied that the vehicles are in complete compliance with these specifications, General Conditions of the bid, and that it meets the City's standards of quality and workmanship, the City will notify the contractor of said formal acceptance of the vehicles. At the time of formal acceptance is received, the manufacturer may place a demand upon the City for payment in full. Under no condition will the City make partial payment, progress payments, or otherwise modify these terms and conditions for payment.

5. LIABILITIES

- A. The bidder shall hold the City of Yuba City, its officers, agents, and employees harmless from liability of any nature or kind because of use of any

copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, articles or appliances furnished or used under this bid, and agrees to defend, at its own expense, any and all actions brought against the City of Yuba City or itself because of the unauthorized use of such articles.

6. AWARD/TERMINATION OF CONTRACT – PURCHASE ORDER

- A. **Competitive Bidding:** If more than one bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such bids may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or effect the awarding of this bid is in violation of competitive bidding requirements, and may render any bid under such circumstances void.
- B. **Award of Bid:** The award of this bid will be based on the lowest responsive bidder, meeting all of the City’s specifications and conditions, subject to the right of the City to award the contract to a bidder which is not the lowest responsive bidder when the City determines it would be in the best interest of the City. If the bid is under \$25,000, the bid may be awarded by the City’s Purchasing Agent. If the bid is under \$50,000, the bid may be awarded by the City Manager. If the bid is over \$50,000 it shall be presented to the City Council for award. It is at the sole discretion of the City to determine the equipment and bidder best suited in meeting those needs.
- C. Within sixty (60) days after the bid opening, a contract will be awarded by the City’s Purchasing Agent, City Manager or City Council. The time for awarding the contract may be extended by the City’s Purchasing Agent, City Manager or City Council for a reasonable time beyond sixty (60) days, as may be required to evaluate bids, or for such other purposes as the Council may determine. The “lowest responsive bidder” is defined as follows:
1. Bid offered.
 2. The ability of the product offered to provide the quality, fitness and capacity for the required usage.
 3. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 4. The character, integrity, reputation, judgment, experience, and efficiency of the bidder, particularly with reference to past purchases by the City.
 5. Whether the bidder can perform the contract and/or deliver the materials, supplies, and services within the time required.
 6. The quality of performance and/or quality of products provided in previous contracts or services.
 7. Other information secured and having bearing on the decision to award the contract.
 8. Continuity of service.

- D. The City of Yuba City reserves the right: (1) to reject any or all bids or any part thereof and (2) to waive any informality and/or negotiate minor deviations to the bid, with the successful firm. The City of Yuba City's decision shall be final.
- E. In all purchases by the City of Yuba City, availability and accessibility of warranty service and service after warranty will be considered in determining the awarded bidder.
- F. If a contract shall be entered into by the bidder and the City of Yuba City, such contract shall not be assignable by the bidder in whole or in part without the written consent of the City of Yuba City.
- G. Acceptance of equipment shall be made upon the City of Yuba City's complete satisfaction.

7. CHANGES IN PURCHASING ORDER/CONTRACT

- A. No changes may be made in the purchase order/contract without written authorization of the City of Yuba City Purchasing Agent.
- B. Materials must be properly packaged and marked with the purchase order number. Damaged materials will not be accepted.
- C. Quantities specified in the order are not to be exceeded without written authorization from the City of Yuba City Purchasing Agent.

8. DELIVERY REQUIREMENTS

- A. Delivery of all equipment on this order shall be completed within the number of days bid. Any units not delivered within this time frame may be canceled from the purchase order or, at the City of Yuba City's option, an extension may be granted, whichever is in the City of Yuba City's best interest.
 - 1. If the purchase is canceled for non-delivery, the needed equipment may be purchased elsewhere and the contractor may be charged full increase, if any, in cost and handling.
- B. **STATEMENT OF INTENT:** It is the intent of City of Yuba City that equipment is delivered in full compliance with the specification.
- C. **ACCEPTANCE INSPECTION:** All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. The contractor will be notified within this time frame if the unit delivered is not in full compliance with the purchase order specification.

9. CONFLICT OF INTEREST

- A. Bidder warrants and covenants that no official or employee of the City of Yuba City, nor any business entity which an official of the City of Yuba City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, or purchase order, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City of Yuba City.
- B. The relationship of the Contractor to the City will be that of an independent contractor and not as an officer, employee or agent of the City.

10. FORCE MAJEURE

- A. In the event of emergencies or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use or delivery of the products described in this bid, deliveries under said agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage.
- B. The City of Yuba City reserves the right to acquire from other sources any products necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

11. NON-DISCRIMINATION

- A. The Contractor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Contract or any applicant for employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. It is the policy of the City of Yuba City that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, national origin, age, marital status, ancestry, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied the benefits of or be subjected to

discrimination, harassment, or retaliation under any program, activity or hiring practice.

12. OTHER AGENCY “PIGGY-BACK” PROCUREMENTS

- A. Other municipalities, fire districts, or public agencies may be interested in participating in this bid. Such “piggy-back” awards will be made independently by each agency, and the City is not an agent, partner or representative of these agencies and is not obligated or liable for any action of debts that may arise out of such independently negotiated “piggy-back” procurements. The bid proposal form includes a space for the vendor to indicate their willingness to allow other agencies the opportunity to “piggy-back”.

13. ADDENDUMS

- A. The bidder is responsible for checking the City’s website or calling the Finance Department at 530-822-4645 for addendum(s). Addendum(s) may be posted up to 72 (seventy-two) hours prior to the bid opening. The bidder is responsible for incorporating all addendum(s) into the original bid package. The bid proposal form has an area to indicate if addendum(s) released by the City were incorporated into the bid proposal form by the bidder. If the bidder does not acknowledge the addendum(s), the City reserves the right to reject the bid.

14. BUSINESS LICENSES

- A. All businesses doing work in the City of Yuba City should verify with the Finance Department if they are required to be registered for and pay the Yuba City Business Tax(es) and/or License. The Contractor and/or subcontractor(s) who is/are awarded the bid shall pay all costs necessary to obtain these licenses and/or tax(es) and maintain them in full force and effect during the term of this Contract. Additional information and business licenses can be obtained by calling (530) 822-4619 or stopping by City Hall at 1201 Civic Center Blvd.

15. STANDARD AGREEMENT

- A. A copy of the City of Yuba City Standard Agreement is attached for review and MUST be signed. After the awardee has been determined, a copy of the signed agreement will be mailed to your company for your records. Please only fill out the contractor information on the standard agreement. The dates will be filled in after the awardee has been determined.

16. INSURANCE

- A. The bidder must provide proof of insurance as outlined below. Bidder must submit a letter at time of bid from the bidder’s insurance carrier indicating that the insurance company has read the insurance requirements stated herein and will be able to provide the certificate and endorsement for the coverage required. A copy of bidder’s insurance policy will not satisfy this requirement.

B. The Contractor shall be able to provide sufficient labor at all times to carry out the contracted work and shall obtain all the insurance required under this Section and, prior to executing the contract, shall furnish the City of Yuba City with satisfactory proof that the requirements of this Section have been fully complied with.

C. Workers' Compensation Coverage

Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for City. This provision shall not apply if Contractor has no employees performing work under this Agreement. If the Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which will be provided by the City's General Services Department.

D. General Liability Coverage

Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

E. Automobile Liability Coverage

Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

F. Endorsements

Each general liability and automobile liability insurance policy shall be with insurers possessing a A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language.

1. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

2. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written the City has received notice.

G. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

H. Certificates of Insurance

Contractor shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

PART II SPECIFICATIONS

Note: All specifications are minimum

The Yuba City Police Department is looking to replace three (3) of its older patrol cars with three (3) new 2017 Ford Police Utility Interceptors. We will list some of the anticipated options on the equipment worksheet. The City reserves the right to decide what equipment they wish to be installed into the new vehicles.

Exceptions shall be stated on the Exception page contained within this bid package. When describing the exception, please indicate the line number the exception is on, the new brand name and the new part number. In the original product table if claiming an exception please write in the cost column "see exception page". Exceptions may or may not be accepted by the City. Item numbers 19, 21 and 32 will not be considered for exceptions.

SCOPE OF WORK

Vehicles will need to have all equipment installed (either new equipment or supplied equipment). There will also be two (2) 2011 Crown Victoria's that will need to be stripped of parts.

All equipment supplied by the vendor must be new and the manufacturer's warranty must be honored by the vendor.

If equipment needs to have warranty work, work must be completed at City of Yuba City Corporation Yard or trailered to vendor location unless vendor is located inside the City limits.

The three (3) replaced vehicles must be stripped of all equipment equivalent to the equipment being installed in the new vehicles. The replaced vehicles must have all exterior decals removed and antenna holes plugged before being returned to the City. All equipment that is not used must be returned to the City of Yuba City Corporation yard at 1185 Market Street, Yuba City, CA 95991 by the vendor no later than 5 working days after the last vehicle is accepted by the City. The City may opt to not strip the two (2) replaced vehicles. If the City decides not to strip the two (2) replaced vehicles, the City will discuss with the awarded vendor any changes needed to the listed equipment.

If a vendor would like to inspect the replaced vehicles and/or last year's set-up they must make an appointment with Tony Jayne, Fleet Supervisor. He can be reached via phone at 530-822-4771 or email at tjayne@yubacity.net.

Any changes made to setup must be authorized by Tony Jayne, Fleet Supervisor or changes will not be paid for.

If a vendor is outside the Yuba City limits, the vendor must transport the vehicles on trailer(s); vehicles are not to be driven. The vendor must pick up and deliver vehicles by trailer(s) this includes replaced vehicles. The new and replaced vehicles will be available for pick-up and delivery at 1185 Market Street, Yuba City, CA 95991 between 8am and 3 pm Monday through Friday.

Please include a turn-around time or delivery days on your response. This needs to be the time it will take the vendor to finish each vehicle after the vehicle is placed into your business's possession. Please indicate if you want all three (3) vehicles at once or one at a time.

Below is the worksheet that needs to be completed and returned with the City's bid form. Please note that the cost per vehicle column needs to be the cost for one vehicle. The # required column is indicating how many of specific items will be needed.

Remember item numbers 17, 19 and 28 will not be considered for exceptions

PATROL INTERCEPTOR-BLACK AND WHITE

Item #	# required	Description	Brand/ or equivalent	Part #	Cost per vehicle
1		Motorola Radio	Motorola		Supplied
2		Radar	MPH	Stalker	Supplied
3		Computer System	Data 911	M6 or newer	Supplied
4		Camera System	Data 911	MDVR/wireless	Supplied
5		Graphic set	Grafix Shoppe	ULT-9528	Supplied
6		GPS/Cell modem	Blue tree	F-MO-S7-5600-SP	Supplied
7	3	D911 2 piece dual swing arm mount	Troy	TP CM-SDMT-SA-D911	
8	3	18 inch sloped console	Troy	CC-MC-18	
9	3	Barrel mount AR	JOTTO Desk	475-0051	
10	3	Rear Cargo Mount Shock style	Troy	CP-UV-Cargo-XL	
11	3	Electronics compt fold down	Troy	AC-UV-Tray-H	
12	3	Beverage holder	Troy	INBHG	
13	3	2 hour timer			
14	3	Scanner w/ roof mount antenna	Uniden	BC355C	
15	3	3 port 12 volt power plug		14.0553	
16	3	Map light 12 inch	Federal Signal	LF12TRB	
17	3	New model- smart siren platinum 3000	Federal Signal	SSP3000B	
18	3	External mounted opticom with housing passenger side Series C	Federal Signal	795H-EXT-P	
19	3	Valor Call w/interface module light bar 51"	Federal Signal	VALR51S	

20	3	Viper S2 DBL second Gen Blue/red (rear window)	Federal Signal	329252-RBRB	
21	3	Dynamax 100-watt compact speaker with neodymium driver	Federal Signal	ES100C	
22	3	Speaker bracket	Federal Signal	ESB-U	
23	6	Micropulse surface mount red/blue (mounted on back door window bars)(2 per vehicle)	Federal Signal	MPS-600-RB	
24	6	IPX6 pair of brackets rear side window for interceptor utility(2 per vehicle)	Federal Signal	IPX-RSW3	
25	3	Ford PI steering wheel module on/off switch	Federal Signal	SWM1	
26	3	Micropulse LED blue/white (mounted on vehicle bumper passenger side)	Federal Signal	MPS600-BW	
27	3	Micropulse LED red/white (mounted on vehicle bumper driver side)	Federal Signal	MPS600-RW	
28	3	Prisoner cell assembly	Proguard	P1826UNIT13A	
29	3	Sentina Pushbumper		PB400	
30	3	Optima deepcycle AGM batt yellow top		OPSC34DU	
31	3	Battery box mounted in left rear quarter panel w/dual battery		Marine Box 24	
32	3	Pushbumper mounted auxiliary plug w/jumper cables		STC254	
33	3	Laird 450-470 MHz Unity antenna		QWB450- TESMD	
34	3	Rear trunk vault	Troy	CP-GBCAB-40	
35	3	Stop stik set	Stop Tech	StopStik	
36	3	Head light flasher	Whelen	UHF2150A	
37	6	MC Magntic Mic Set-up (2 per vehicle)	Magnetic Mic		
38	6	Ultra Lights Rear Hatch (2 per vehicle)	Federal Signal	MPS600-U-RB	
39	6	Red/blue LED pushbumper light (2 per vehicle)	Federal Signal	MPS600-RB	
40	3	LED hideaway rear tail light housing	Federal Signal	416200RB (set include 2 lights)	

41		Spare tire must remain in vehicle	Please initial for acknowledgement		
				Parts Subtotal for one vehicle	
				Tax (7.25%) for one vehicle	
				Parts Total for one vehicle	
				Multiply Parts Total by 3	X 3
				Parts Grand total for 3 vehicles	
42				Installation of all parts all vehicles	
43				Strip out of replaced vehicles	
				Shipping	
				Grand Total for all vehicles, installation and strip out	

Part numbers may not be correct for the new year model utility interceptor.

Business located in Yuba City limits? Yes ___ No ___

If no, miles outside city limits. _____

Do you want all vehicles at once? Yes ___ No ___

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB 17-04
BID PROPOSAL FORM**

For: Police Vehicles Installation

To: Buyer

*NAME OF BIDDER: _____

*ADDRESS: _____

*FEDERAL TAX I.D. NO.: _____

TELEPHONE: _____

Addendums considered
(initial and indicate addendum number) _____

Addendums NOT considered
(initial and indicate addendum number) _____

Bid Item Available for Other Agency "Piggy-Back" Procurement:
Yes _____ No _____

*If awarded bid this name and address will be used for payment. No exceptions.

In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the equipment offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above named business.

GRAND TOTAL OF SPREADSHEETS \$ _____

(Total written in words) _____

It is hereby understood that the above bid reflects the total cost of the vehicles installation and all accessories detailed in the Specifications.

Delivery days (from time vehicle is at shop to us) _____

Signature _____

Printed Name _____ Title _____

STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2016 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and _____, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

As per bid specification for Formal Bid FB17-04 Patrol Vehicle Installation

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A
MUNICIPAL CORPORATION**

CONTRACTOR

By: _____

Name: _____

Title: _____

Address: _____

By: _____

Title: _____

License No. _____

TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.