



## CITY OF SIMI VALLEY

Dear Prospective Vendor:

**If you intend to submit a bid or proposal, please contact Sandy Minardi at (805) 583-6930 and provide your name, address, telephone number, fax number, and E-mail address.**

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.

## NOTICE INVITING BIDS

The City of Simi Valley Police Department is inviting bids pursuant to Specification No. PD 17-02 for the purchase of Equipment to Up-Fit 2017 Ford Utility Interceptors.

Additional information may be obtained by contacting:

Sandy Minardi  
Police Maintenance Supervisor  
City of Simi Valley Police Department  
(805) 583-6930

All bids must be sealed and submitted at or before 3:30 p.m., February 28, 2017, to the following:

Deputy Director/Support Services  
Department of Administrative Services  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063

NOTE: Please mark the outside of the envelope (and express shipment envelope, if applicable):

EQUIPMENT TO UP-FIT 2017 FORD UTILITY INTERCEPTORS  
SPECIFICATION NO. PD 17-02  
DATE: FEBRUARY 28, 2017  
TIME: 3:30 P.M.

**CITY OF SIMI VALLEY • EQUIPMENT TO UP-FIT 2017 FORD UTILITY  
INTERCEPTORS • SPECIFICATION NO. PD 17-02**

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BID TERMS AND CONDITIONS  
Specification No. PD 17-02

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications, bid terms and conditions, and all addenda. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City of Simi Valley in its sole discretion.

Communications Regarding Bid - All timely requests (timely request are those which the City, in its sole judgment, can reasonably respond to before the bid closing) for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Local Business Preference -The City of Simi Valley has adopted a 5% local business preference applicable to competitive bids for the procurement of supplies, equipment, and materials not to exceed 5% of the lowest total bid amount, or \$2,500, whichever is lower. The preference does not apply to bids for public projects, bids funded by grants which prohibit the use of preferences, or contracts for services. To qualify for the preference, the local business must have a valid business tax certificate issued by the City of Simi Valley, and have a place of business with at least one employee physically located within the City of Simi Valley. To be considered for the local preference, qualified local vendors must request the local preference adjustment to their bid on the bid submittal form. The bid adjustment amount will be verified by the City as 5%, up to \$2,500.00 for the calculation and determination of the lowest responsive and responsible bid.

Bid Submission - Each bid must be submitted on the form(s) provided in the Proposal. The Proposal shall be enclosed in an envelope which shall be sealed and addressed to the Deputy Director/Support Services, City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, California 93063. In order to guard against premature opening, the Proposal shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If proposal is delivered to the City via express delivery or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Bid Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitting a Proposal is not thereby disqualified from quoting prices to other bidders submitting proposals.

Bid Withdrawal - A bidder may withdraw its Proposal without prejudice prior to the time specified for the bid opening by submitting a written request to the City's Deputy Director/ Support Services for its withdrawal. If this occurs the Proposal will be returned to the bidder unopened. No Proposal received after the time specified or at any place

other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

Bid Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

Bid Retention and Award - The City reserves the right to retain all proposals for a period of 30 days after the bid opening date for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal; to reject any or all proposals; to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations; and to make award to the lowest responsive and responsible bidder as the interest of the City may require.

Labor Actions - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsive and responsible bidder.

Contract Requirement - The bidder to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the bid by the City, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder's bond or security is required. An award may be made to the next lowest responsive and responsible bidder who shall fulfill every term and condition of the bid.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal

location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any operation not otherwise permitted. Verification that the bidder has a valid City of Simi Valley Business Tax Receipt will be obtained by the City prior to the execution of the contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Recycled Purchase Requirement - Bidders are hereby notified that pursuant to the provisions of Sections 22150 – 22154 of the California Public Contract Code the City is required to purchase recycled products as defined in Section 12200 of the same Code if the product fitness and quality are equal to the nonrecycled product and available at the same or a lesser total cost than nonrecycled items. Bidders shall offer products and prices to the City that meet these requirements.

Delivery - All supplies or equipment to be provided under the terms and conditions of this bid shall be delivered F.O.B. Simi Valley by the successful bidder and received by the City within 90 days after order by the City unless otherwise conditioned by the bidder in the bid exceptions.

Unrestrictive Brand Names - Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications given for any item.

Request for Approved Equals - Bidder wishing to submit a bid for alternate items must complete and submit a separate "Request for Approved Equals Form" included in the bid document for each proposed product which differs from the product identified in the bid specification. Bidder shall submit the form no later than 10 calendar days prior to the bid opening. City will render a determination of the request within five calendar days of receipt of the form. The City of Simi Valley, in its sole reasonable discretion, shall determine whether or not an item will be considered an approved equal.

**CITY OF SIMI VALLEY • BID SPECIFICATION**  
**PURCHASE OF EQUIPMENT TO UP-FIT 2017 FORD UTILITY INTERCEPTORS •**  
**Specification No. 17-02**

**EQUIPMENT TO UP-FIT 2017 FORD UTILITY INTERCEPTORS**

1. 8 ea. – Setina PB450L push bumper w/4 Whelen Ion Split Red/Blue LED (2 side lights & 2 front lights) - SEE ATTACHMENT OF DETAILED SPECS
2. 7 ea. – Setina 825/GK2001E Dual weapon mount system with single lock Blac-Rac Lock 1080 E, Mount butt plate PG0895, T-Rail butt plate bracket driver side PG6380, T-Rail Sm/Lrg Lock Attachment Bracket PG6379. SEE ATTACHMENT FOR DETAILED SPECS
3. 9 ea. – Havis 21" Console 382/CVS1308INUT with faceplates for Motorola APX 7500 05 control head C-EB25-XTL-1P & Whelen Wecan siren control head C-EB40-CCS-1P and blanks
4. 9 ea – Havis C-CUP2-1 Beverage holder
5. 8 ea. – Whelen Legacy Duo Lightbar w/mount kit for 2017 Ford Utility Interceptor (light bar configuration attached in bid). SEE ATTACHMENT FOR SPECS
6. 8 ea. – Cencom Sapphire siren system w/traffic advisor module #CCSRNTA3
7. 9 ea. – ES100 Siren Speaker & mount MT-ESB-EXPO7
8. 7 ea. – Troy rear cargo partition w/ABS plastic seat PS-FDUV-OSR (includes seatbelts and driver and passenger square hole cargo window guards)
9. 7 ea. – Troy weapon box w/push button locks & 2 drawer latch handles CP-GB40-PB (40" W x 32" D x 12" H)
10. 7 ea. – Troy rear cargo mount shock style
11. 7 ea. – Troy SUV tray electronics under cargo mount AC-UV-TRAY-H
12. 7 ea. – Troy Partition w/recess panel TP-US-SS-TROY-1 (Standard Mounts 2 SABFDUV)
13. 7 ea. – Troy Partition opening screen AC-TROY6-US (14" W x 14.68" H)
14. 7 ea. – Troy KP-FDUV-SS Lower kick panel (standard)
15. 7 ea. – Troy Steel door panel set DP-FDUV-DS&PS
16. 8 ea. – Troy AC-UV-Hatch rear tailgate window guard (square hole pattern)

**CITY OF SIMI VALLEY • BID SPECIFICATION  
PURCHASE OF EQUIPMENT TO UP-FIT 2017 FORD UTILITY INTERCEPTORS •  
Specification No. 17-02 (Continued)**

17. 7 ea. – Troy rear passenger and driver’s side window bars
18. 48 ea. – Whelen WIONJ light red/blue
19. 6 ea. – Whelen WIONJ light amber
20. 18 ea. – Whelen IONGROM
21. 16 ea. – Whelen VTX609 light red/blue

# SETINA

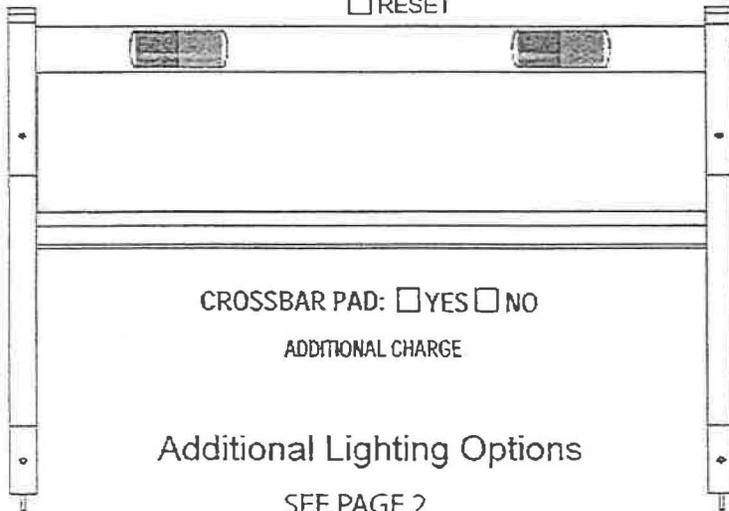
MANUFACTURING COMPANY INC  
 FAX TO: (360)459-0729 OR EMAIL: [orders@setina.com](mailto:orders@setina.com)  
[www.setina.com](http://www.setina.com)

## WHELEN ION LIGHTING PB450L SERIES 2" UPPER CROSSBAR TUBE ALUMINUM ONLY

### FRONT LIGHT OPTIONS

PASS. SIDE		DRIVER SIDE
<input type="checkbox"/>	RED	<input type="checkbox"/>
<input type="checkbox"/>	BLUE	<input type="checkbox"/>
<input checked="" type="checkbox"/>	BLUE/RED	<input checked="" type="checkbox"/>

RESET



# WHELEN<sup>®</sup>

ENGINEERING COMPANY INC.

## LIGHTED BUMPER ORDER FORM

ALUMINUM PUSH BUMPER DATE: \_\_\_\_\_ ORDER #: \_\_\_\_\_

COMPANY NAME: Simi Valley Police Department

CONTACT NAME: Sandy Minardi PHONE#: 805 583-6930

ADDRESS: 3901 Alamo Street

CITY: Simi Valley State/Prov: CA

CUSTOMER'S PO: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

VEHICLE YEAR: 2017 VEHICLE: Ford Utility

QTY: \_\_\_\_\_  RESET

### SIDE LIGHT OPTIONS

PASS. SIDE		DRIVER SIDE
<input type="checkbox"/>	RED	<input type="checkbox"/>
<input type="checkbox"/>	BLUE	<input type="checkbox"/>
<input checked="" type="checkbox"/>	BLUE/RED	<input checked="" type="checkbox"/>

RESET



### 2 LIGHTS

PART #	DESCRIPTION	VEHICLE
BK2005ITS12	PB450L2 ALUM BUMPER ION	12-13 INTERCEPTOR SEDAN
BK2005CGR11	PB450L2 ALUM BUMPER ION	11-13 CHARGER
BK2005CAP11	PB450L2 ALUM BUMPER ION	11-13 CAPRICE
BK2017ITU12	PB450L2 VS ALUM BUMPER ION	12-13 INTERCEPTOR UTILITY
BK2017DUR11	PB450L2 VS ALUM BUMPER ION	11-13 DURANGO
BK2017TAH07	PB450L2 VS ALUM BUMPER ION	07-13 TAHOE

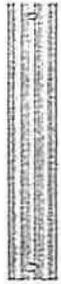
### 4 LIGHTS

PART #	DESCRIPTION	VEHICLE
BK2007IFS12	PB450L4 ALUM BUMPER ION	12-13 INTERCEPTOR SEDAN
BK2007CGR11	PB450L4 ALUM BUMPER ION	11-13 CHARGER
BK2007CAP11	PB450L4 ALUM BUMPER ION	11-13 CAPRICE
BK2019ITU12	PB450L4 VS ALUM BUMPER ION	12-13 INTERCEPTOR UTILITY
BK2019DUR11	PB450L4 VS ALUM BUMPER ION	11-13 DURANGO
BK2019TAH07	PB450L4 VS ALUM BUMPER ION	07-13 TAHOE

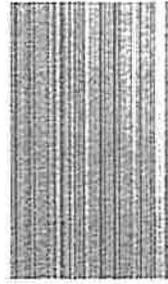
COMPANY NAME: Simi Valley Police Department CONTACT NAME: Sandy Minardi  
 CONTACT PHONE: 805 583-6930 CONTACT EMAIL: \_\_\_\_\_  
 CUSTOMER'S PO: \_\_\_\_\_ VEHICLE YEAR: 2017 VEHICLE: Ford Utility

CUSTOMER ORDER#: \_\_\_\_\_  
 DESIRED SHIP DATE: \_\_\_\_\_  
 QTY: \_\_\_\_\_

**Step 1: Choose T-Rail System**




Single T-Rail




Dual T-Rail

OR

**Step 2: Select Lock(s)**

Weapon 1: Remington 870

Weapon 2: AR-15

Accessories: lock mnt bracket, butt plate

Accessories: \_\_\_\_\_

drivers side butt plate bracket

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Small Lock (Shotgun)               | <input type="checkbox"/> Small Lock (Shotgun)           |
| <input type="checkbox"/> Large Lock (AR-15 Only)                       | <input type="checkbox"/> Large Lock (AR-15 Only)        |
| <input type="checkbox"/> Universal Lock (Not available for Trunk Tray) | <input type="checkbox"/> Universal Lock                 |
| <input type="checkbox"/> Blac- Rac by Setina                           | <input checked="" type="checkbox"/> Blac- Rac by Setina |



Small/Large Lock



Universal Lock



Blac- Rac

**Step 3: Key Override**

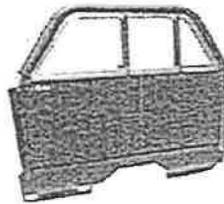
Blac Rac #209 Key (Proprietary)

**Special Instructions:**

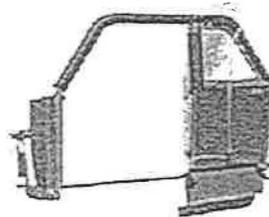
**Step 4: Choose Application:**




Recess Panel Partition

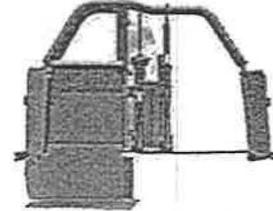



Flat Panel Partition




Single Prisoner Partition

(Mount directly to divider Wall)




Single Prisoner Partition

(Forward Facing Additional Charge)

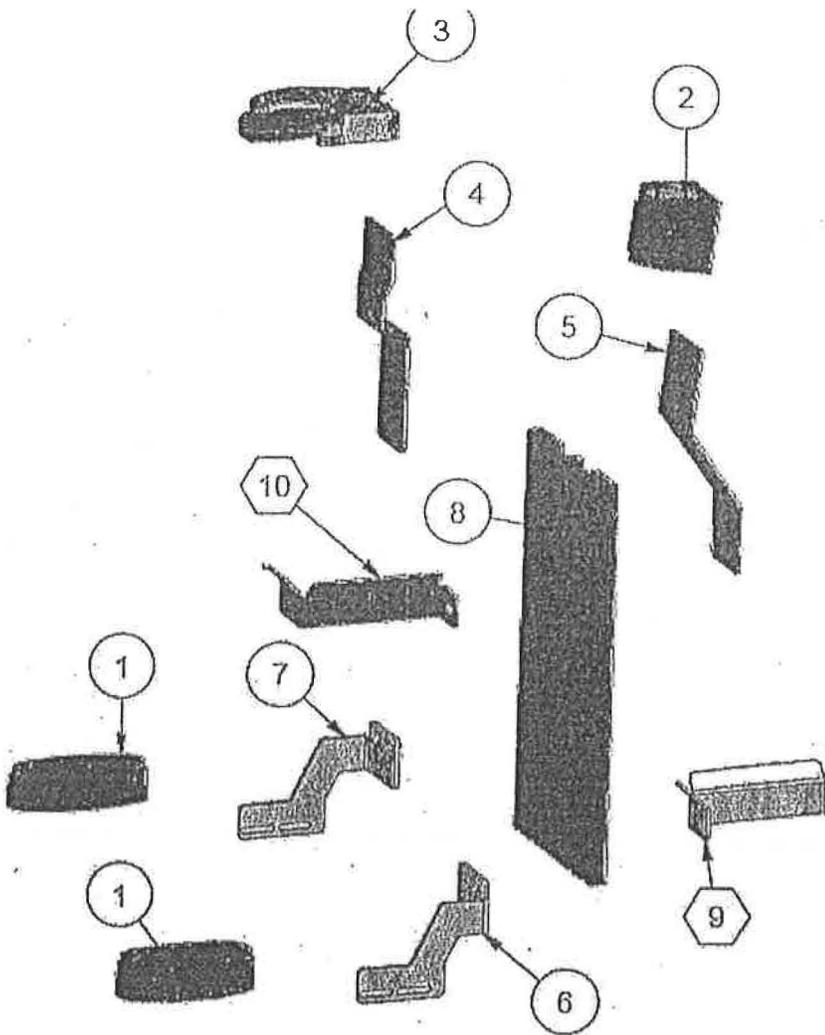



Free Standing (No Partition)

(Freestanding Base Sold Separately)



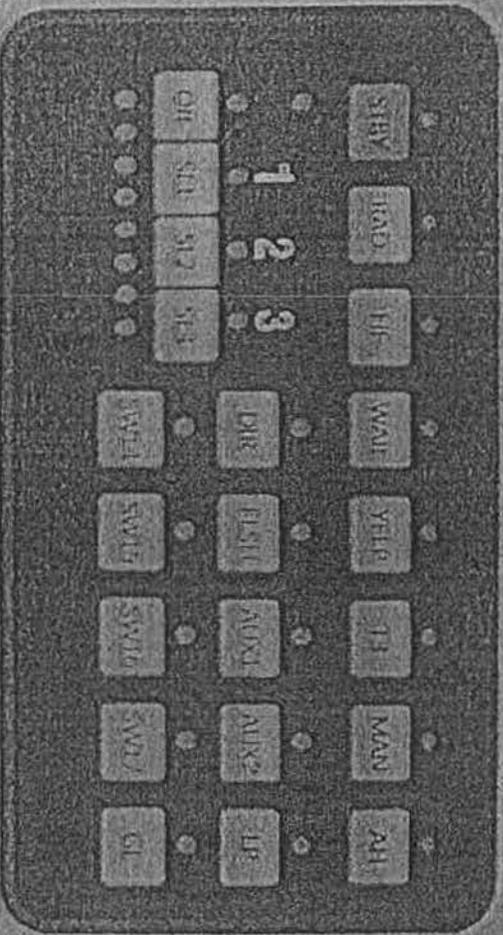

Trunk Tray



### Parts List

ITEM QTY PART NUMBER DESCRIPTION

- 1 2 PG0895 Butt Plate
- 2 1 PG2577 Small Lock - Complete Working Assembly
- 3 1 PG2579 Universal Lock
- 4 1 PG6378 Dual Rail System - Universal Lock Attachment Bracket
- 5 1 PG6379 Dual Rail System - Small Lock Attachment Bracket
- 6 1 PG6380 Lower Stock Support Bracket - Driver Side
- 7 1 PG6381 Lower Stock Support Bracket - Passenger Side
- 8 1 PG6898-18 5 Groove T Channel - Extrusion - 18
- 9 1 PG7349 Gun Lock - Lower Stock Retainer - Driver Side
- 10 1 PG7737 Gun Lock - Lower Stock Retainer - Passenger Side

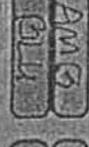
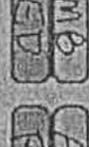
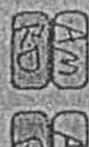


PhotoCell Options:  
Assemble low for  
being lighter in  
profile

Input: [SHY] Standard

Properties: [Lightbar] [InnerEdge]

Remove Lightbar



Pattern View

Cruse View

Power View

Disable All

**CITY OF SIMI VALLEY • SUMMARY BID SUBMISSION FORM  
PURCHASE OF EQUIPMENT TO UP-FIT 2017 FORD UTILITY INTERCEPTORS •  
Specification No. 17-02**

Dated: \_\_\_\_\_

TO: Deputy Director/Support Services  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063

**1. Bid Item.**

The undersigned declares that he or she has carefully examined Specification No. 17-02 accompanying the invitation to bid and is thoroughly familiar with the contents thereof; is authorized to represent the bidding firm; and proposes to deliver, F.O.B. Simi Valley the following:

**Bid Item: PURCHASE OF EQUIPMENT TO UP-FIT 2017 FORD UTILITY INTERCEPTORS**

**2. Firm Pricing.**

Fully equipped and as described in said Specification, which is made a part of this proposal, quoted herein in full:

<b>Items</b>	<b>Unit Cost</b>	<b>Qty.</b>	<b>Total Cost</b>
Setina PB450L push bumper w/4 Whelen Ion Split Red/Blue LED (2 side lights & 2 front lights)	\$	8	\$
Setina 825/GK2001E Dual weapon mount system with single lock Blac-Rac Lock 1080 E, Mount butt plate PG0895, T-Rail butt plate bracket driver side PG6380, T-Rail Sm/Lg Lock Attachment Bracket PG6379	\$	7	\$
Havis 21" Console 382/CVS1308INUT with faceplates for Motorola APX 7500 05 control head C-EB25-XTL-1P & Whelen Wecan siren control head C-EB40-CCS-1P and blanks	\$	9	\$
Havis C-CUP2-1 Beverage holder	\$	9	\$
Whelen Legacy Duo Lightbar w/mount kit for 2017 Ford Utility Interceptor (light bar configuration attached in bid)	\$	8	\$
Cencom Sapphire siren system w/traffic advisor module #CCSRNTA3	\$	8	\$
ES100 Siren Speaker & mount MT-ESB-EXPO7	\$	9	\$
Troy rear cargo partition w/ABS plastic seat PS-FDUV-OSR (includes seatbelts and driver and passenger square hole cargo window guards)	\$	7	\$
Troy weapon box w/push button locks & 2 drawer latch handles CP-GB40-PB (40" W x 32" D x 12" H)	\$	7	\$
Troy rear cargo mount shock style	\$	7	\$
Troy SUV tray electronics under cargo mount AC-UV-TRAY-H	\$	7	\$
Troy Partition w/recess panel TP-US-SS-TROY-1 (Standard Mounts 2 SABFDUV)	\$	7	\$

**CITY OF SIMI VALLEY •SUMMARY BID SUBMISSION FORM  
PURCHASE OF EQUIPMENT TO UP-FIT 2017 FORD UTILITY INTERCEPTORS •  
Specification No. 17-02 (Continued)**

Items	Unit Cost	Qty.	Total Cost
Troy Partition opening screen AC-TROY6-US (14" W x 14.68" H)	\$	7	\$
Troy KP-FDUV-SS Lower kick panel (standard)	\$	7	\$
Troy Steel door panel set DP-FDUV-DS&PS	\$	7	\$
Troy AC-UV-Hatch rear tailgate window guard (square hole pattern)	\$	8	\$
Troy rear passenger and driver's side window bars	\$	7	\$
Whelen WIONJ light red/blue	\$	48	\$
Whelen WIONJ light amber	\$	6	\$
Whelen IONGROM	\$	18	\$
Whelen VTX609 light red/blue	\$	16	\$
Total Base Price			\$
Sales Tax @ 7.25%			\$
*5% local business preference adjustment (up to \$2,500)			\$
<b>Total Up-Fit Equipment Cost:</b>			<b>\$</b>

\*For Simi Valley vendors only (See Bid Terms and Conditions for further information).

**3. Bid Provisions and Acknowledgements.**

- A. This bid does not include Federal Excise Taxes or License Fees.
- B. Contractor will be paid for actual number of items purchased.
- C. The dollar amounts reflected above will be verified and the City will correct any calculation errors. Only the unit price will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

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(Note: The City is not obligated to accept any deviations or exceptions from the specifications, and may at the City's sole discretion reject any such deviations or exceptions.)

**CITY OF SIMI VALLEY •SUMMARY BID SUBMISSION FORM  
PURCHASE OF EQUIPMENT TO UP-FIT 2017 FORD UTILITY INTERCEPTORS •  
Specification No. 17-02 (Continued)**

Firm Name: \_\_\_\_\_ TAX ID Number: \_\_\_\_\_

Type of Business Entity (Individual/Partnership/Corporation): \_\_\_\_\_

State of Incorporation (if applicable): \_\_\_\_\_

Complete Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CITY OF SIMI VALLEY •REQUEST FOR APPROVED EQUAL FORM  
PURCHASE OF EQUIPMENT TO UP-FIT 2017 FORD UTILITY INTERCEPTORS •  
Specification No. 17-02 (Continued)**

<b>Bid Item Identification Information</b>	
Name of Item Specified in Bid:	
Model Number:	

<b>Proposed Alternate Information</b>	
Manufacturer:	
Make/Model Number:	
Description:	

Additional Information

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**REQUIRED ATTACHMENTS:**

Attach manufacturers data sheets, catalogues, product literature, etc. in sufficient detail to allow verification that requested product meets or exceeds all specifications as listed in this bid document. List each product specification and provide a cross-reference showing where each specification can be verified with the information provided.

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND  
 \_\_\_\_\_ FOR THE PURCHASE OF EQUIPMENT TO  
 UP-FIT FORD POLICE UTILITY INTERCEPTORS

THIS CONTRACT is made and entered into in the City of Simi Valley on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the CITY OF SIMI VALLEY, a municipal corporation, hereinafter referred to as CITY, and \_\_\_\_\_, a (type of business entity), hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, on \_\_\_\_\_, 201\_\_\_\_, CITY invited bids for equipment to up-fit 2017 Ford Utility Interceptors per Specification No. 17-02; and

WHEREAS, pursuant to the bid invitation, CONTRACTOR submitted a bid which was accepted by CITY for the purchase of equipment to up-fit 2017 Ford Utility Interceptors.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

**AGREEMENT**

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this CONTRACT is made and entered as first written above, until completion of all of the CONTRACTOR'S obligations under this CONTRACT and its accompanying exhibits.

3. **Description of Supplies, Equipment, Materials, or Services.** This CONTRACT is for the purchase of equipment to up-fit 2017 Ford Utility Interceptors. CONTRACTOR agrees to supply the item(s) more specifically set forth in the "Bid Specifications" attached hereto and incorporated herein as Exhibit "A".

4. **Compensation and Payment.**

A. The CITY shall be obligated to pay CONTRACTOR based upon the unit and/or lump sum prices bid by CONTRACTOR, multiplied by the actual CITY-authorized quantities received and accepted by CITY as contained in the "Pricing Schedule" attached hereto and incorporated herein as Exhibit "B".

B. Payments to the CONTRACTOR shall be made within 30 days after receipt of an original invoice from the CONTRACTOR and acceptance of the equipment to up-fit 2017 Ford Utility Interceptors by CITY.

C. In no event shall the total amount paid for this CONTRACT exceed \$ \_\_\_\_\_ unless otherwise agreed to by the parties in writing.

5. **CONTRACTOR Representations and Obligations.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONTRACTOR shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONTRACTOR shall indemnify, defend, and hold CITY harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable and shall be liable for the payment of same and any penalties thereon.

6. **Audit.**

A. At any time during normal business hours and as often as the CITY may deem necessary, CONTRACTOR shall make available to CITY for inspection its records pertaining to this CONTRACT. CONTRACTOR shall permit CITY to audit, examine and/or reproduce such records. CONTRACTOR will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two (2) years after termination or final payment under this CONTRACT. This paragraph shall survive for two (2) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY as a condition precedent to any payment to CONTRACTOR.

7. **Hold Harmless and Indemnification.** CONTRACTOR shall defend, indemnify, and hold harmless CITY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. The CITY shall be included as an Additional Insured in the automobile/ liability insurance policies and endorsements of the CONTRACTOR. The CONTRACTOR must select an attorney acceptable to the CITY who will defend such proceeding and the CITY will control any litigation thereof. Such approval by the CITY will not be unreasonably withheld. This paragraph shall survive the termination of this CONTRACT.

8. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Chief of Police and CONTRACTOR.

9. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

10. **Termination.** If, during the term of this CONTRACT, CITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CITY may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform the work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by written notice to CONTRACTOR. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except, however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In such event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received CITY'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. CITY reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the CITY'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the CONTRACT amount.

11. **Complete CONTRACT.** This CONTRACT and its accompanying exhibits shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

12. **Time of Performance.** Time is of the essence in this CONTRACT.

13. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

14. **Authority to Execute Contract.** Both CITY and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

15. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs

(including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

16. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current goods and/or services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of goods and/or services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

17. **Taxpayer Identification Number.** CONTRACTOR shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, form W-9 (latest revision), as issued by the Internal Revenue Service.

18. **Permits and Licenses.** CONTRACTOR, at its sole cost and expense, shall obtain and maintain during the term of this CONTRACT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of this CONTRACT.

19. **Waivers.** The waiver by one Party of any term or condition of this CONTRACT, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

20. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CITY	Simi Valley Police Department City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063 Attn: Deputy Director/Critical Support & Logistics
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CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

**Attest:**

**City of Simi Valley, A Municipal Corporation**

\_\_\_\_\_  
Ky Spangler, Deputy Director/City Clerk

By: \_\_\_\_\_  
Eric J. Levitt, City Manager

**Approved as to Form:**

\_\_\_\_\_  
Lonnie J. Eldridge, City Attorney

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Approved as to Content:**

Title: \_\_\_\_\_

\_\_\_\_\_  
Connie Henes-Baird  
Deputy Director/Support Services

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
David M. Livingstone  
Acting Chief of Police  
Simi Valley Police Department

Title: \_\_\_\_\_

EXHIBIT "A"

BID SPECIFICATIONS

CONTRACT BETWEEN THE CITY OF SIMI VALLEY  
AND \_\_\_\_\_ FOR THE PURCHASE OF EQUIPMENT TO  
UP-FIT 2017 FORD UTILITY INTERCEPTORS

EXHIBIT "B"

PRICING SCHEDULE

CONTRACT BETWEEN THE CITY OF SIMI VALLEY  
AND \_\_\_\_\_ FOR THE PURCHASE OF EQUIPMENT TO  
UP-FIT 2017 FORD UTILITY INTERCEPTORS