



**INVITATION
FOR BID
FB 10-09**

**BID
Fleet Parts**

Bid Opening

April 26, 2010

At

3:30 pm

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB10-09**

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

Fleet Parts

Specifications packets may be obtained from the City of Yuba City website, www.yubacity.net, go to Bid Notices/RFP, click Request for Bids/Proposals, and then click on FB10-09 to access the bid 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 April 26, 2010, 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: FB10-09, BID OPENING APRIL 26, 2010, 3:30 PM, 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.

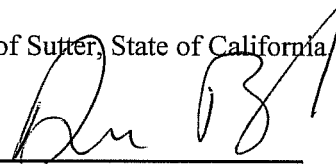
The City reserves the right to reject any or all bids or to waive any informalities or minor irregularities in the bid.

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 at vanderso@yubacity.net, prior to bid opening. If you do not have access to the website, you may call 530-822-4659 or stop by the General Services Department at the Corporation Yard, 1185 Market Street, Yuba City, Monday thru Friday 7 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: 3/16/10



Devin Barber
General Services Director

**PART I
GENERAL CONDITIONS**

1. PREPARATION AND SUBMITTAL OF BID

- A. Bids not submitted on the Bid 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 April 26, 2010, 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 FB10-09, BID OPENING APRIL 26, 2010, 3:30 PM, CITY HALL."
- C. All information requested of the vendor shall be entered in the appropriate space on the Bid Proposal 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. Each bidder shall state the net price for said item/service delivered F.O.B., 1185 Market Street, Yuba City, CA 95991.
- G. Three (3) copies of the bid 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.
- H. An authorized officer or agent of the bidder shall sign all bids.
- I. All bids, whether accepted or rejected, shall become the property of the City of Yuba City.
- J. The contract awarded by the City Council or Purchasing Agent to provide the specified product shall include the City's entire bid packet and specifications, all submittals provided to the City with the bid, any written clarifications to the bid provided by the City to the bidders, and any addendum issued by the City during the bid period.

2. BRAND NAMES

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

- B. Bids on equivalent items meeting the standards of quality thereby indicated will 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 and 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 8.25% 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. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed, in triplicate, to the City of Yuba City – Attention: General Services Department.
- C. The City will issue two (2) purchases order monthly and will pay one invoice monthly. Invoices will be charged against these purchase orders and itemized to reflect the various fleet parts, cost, and amount.

5. LIABILITIES

- A. The vendor 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 proposal, 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 informalities 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. Quantities specified in the order are not to be exceeded without written authorization from the City of Yuba City Purchasing Agent.
- C. Materials must be properly packaged and marked with the purchase order number. Damaged materials will not be accepted.

8. DELIVERY REQUIREMENTS:

- A. Delivery of all parts 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 parts are delivered in full compliance with the specification.
- C. **ACCEPTANCE INSPECTION:** All parts ordered with this request will be subject to acceptance inspection. The contractor will be notified within 2 days if the parts delivered are not in full compliance with the specifications.

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. 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 two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000) 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.

12. 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.

13. TERMINATION FOR CAUSE

- A. In the event the Contractor fails to meet the specifications of the contract, as determined solely by the City, the City may terminate the contract without penalty and be relieved of any further consideration to the Contractor. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

14. TERMINATION FOR CONVENIENCE

- A. City may terminate the contract at any time and for any reason by giving specific written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. If the City terminates the contract provided in this paragraph, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

15. ADDENDUMS

- A. The bidder is responsible for checking the City's website or calling the General Services Department at 530-822-4659 for addendum(s). Addendum(s) may be posted up to 72 (seventy-two) business 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.

16. 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 bidder to indicate their willingness to allow other agencies the opportunity to “piggy-back”.

17. 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.

18. STANDARD AGREEMENT

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

PART II SPECIFICATIONS

GENERAL

The City of Yuba City wishes to enter into an agreement with one vendor for fleet parts for City vehicles. The initial agreement period will be for one (1) year. The contract may be extended annually on a year-to-year basis but no more than two (2) extensions will be given.

These specifications are intended to cover vehicle repair parts and supplies for City's vehicles. The award will be based on the annual volumes of the various parts and supplies that are listed on Table 1 (attached). Annual volumes are estimates only. The City shall not be penalized for purchasing more or less than the volumes listed nor does the City guarantee to purchase the vendor's remaining stock. The awardee will be a primary supplier of vehicle parts, the City reserves the right to buy parts not available or not available within the delivery requirements from other sources.

The City annually budgets \$165,000 for vehicle parts each fiscal year. Because of the City's requirement for specialty parts and OEM parts, do not anticipate receiving this full dollar amount in business. The goal is to create as much as possible a one stop shop for the City's vehicle parts requirements.

DELIVERY

Quick delivery is of the essence to the City's Fleet Maintenance. It is the intent of this bid to minimize equipment down-time caused by waiting for parts to be delivered. All freight or delivery charges must be included in the bid price of the item. At least half of the estimated quantity on table 1 must be kept in vendors stock. Items must be delivered within one (1) hour after order was placed.

Deliveries must be made available Monday through Friday, 7 am until 3:30 pm.

DELIVERY LOCATION

Deliveries shall be made for all parts/supplies that are ordered to the address below:

Corporation Yard
1185 Market Street
Yuba City, CA 95991

BATTERY PICK UP

The City is a focal point for batteries that have been discarded throughout the City; awarded vendor must pick up all accumulated batteries. A receipt will need to be provided when batteries are picked up. A schedule for pickup will be put together with the awarded vendor.

BATTERY WARRANTY

All batteries received from vendor must be under warranty. When warranty life still remains on the battery, and it is no longer useable, then the City will expect a full or prorated credit for the exchange battery.

CONTACT INFORMATION

A 24 hour emergency contact name and number must be provided after the award of contract. This information will not be released to the public and will be used for disaster or emergency situations. This is strictly for City of Yuba City use.

CONTRACTOR REFERENCES

Bidders shall include in their response a list of at least three (3) organizations which can be used as references for performance of similar services. Bidders shall endeavor to include references for public sector agencies. Include the name and telephone number for the contact person. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job.

PRICING

Only those charges that are identified in the Proposal and agreed upon by the City will be allowed. Charges shall remain firm for the initial twelve (12) month period of the contract. Increased charges must be justified to the City and submitted in writing. Increases must be justified by increases in operational costs. The increases cannot exceed the Consumer Price Index (CPI) increase. The CPI will be calculated as outlined below.

Prices may be adjusted annually (on the day the contract was signed by The City of Yuba City and the contractor) by an amount not to exceed the CPI for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. Prices shall remain firm for the following 12-month period. The charges may be increased in the following manner: the numerator will be the CPI (as listed above) of the month three (3) months prior to the Adjustment Date and the denominator will be the CPI (as listed above) of the previous year of the month three (3) months prior to the signing of the contract. Under no circumstances will adjustments in the fees exceed five (5) percent per additional period. Contractor must provide the City 30 (thirty) day written notification of any proposed price increases.

Price increases shall become effective 30 (thirty) days after the City receives written notification of such increases. The effective date shall be 30 (thirty) days from the date of the postmark or fax. Notifications of price increases may be faxed; however, mailing of the original must follow.

BID FORM

Please fill out Table 1. After complete, transfer the grand total to the bid proposal form. Table 1 must be returned with the bid. If Table 1 is not returned with the bid proposal form, the City reserves the right to reject the bid.

Bids are requested for Wix and Napa filter products or City approved equal. Prior approval is required for substitute brands. The City shall be the sole judge in determining the acceptability of brands offered. In the case of submitting other brands, please fax brand information, company name, contact name, contact phone and fax number, and all brand resource documentation to 530-822-4721 or e-mail vanderso@yubacity.net at least ten (10) working days prior to the bid opening date for approval. City response time for brand approval will take a maximum of three (3) working days. Any questions regarding the brand approval process can be directed to the above e-mail.

In addition to providing pricing on the Table 1 items, vendors must provide the percentage discount below or above the manufacturer's price list of all items not specifically listed for future procurement. After award of bid, vendor must submit manufacturer's parts list.

INSTRUCTIONS FOR TABLE 1

All information must be filled out on table 1. Do not include sales tax into the base price; there is a tax section at the end of the form. Grand total must be transferred from table 1 to the bid proposal page.

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB10-09
BID FORM**

For: Fleet Parts

To: Contractor

***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.

Ordering contact information:

Contact Person: _____

Phone Number: _____ E-mail: _____

Fax: _____

In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the service 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.

DESCRIPTION OF GRAND TOTAL

Fleet Parts
Grand Total (from Table 1) \$ _____

(Total written in words)

For items not listed in Table 1, percentage above or below manufacturers' list price (please indicate if percentage is above or below by circling + for above and - for below):

Manufacturer: _____ + or - _____ %

Manufacturer: _____ + or - _____ %

Manufacturer: _____ + or - _____ %

Manufacturer: _____ + or - _____ %

It is hereby understood that the above bid reflects the total cost of fleet parts detailed in the Specifications and in Table 1.

Delivery _____ days ARO

Signature _____

Printed Name _____ Title _____

CONTRACTOR REFERENCES

Customer Name: _____

Contact Individual: _____ Tel. # _____

Address: _____

Description of Commodity/Services Provided: _____

Customer Name: _____

Contact Individual: _____ Tel. # _____

Address: _____

Description of Commodity/Services Provided: _____

Customer Name: _____

Contact Individual: _____ Tel. # _____

Address: _____

Description of Commodity/Services Provided: _____

STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 20 ____ 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:

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 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.
- Item 11 ___ is x is not applicable to this agreement.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.

TABLE 1

No.	Parts Description	Est. Quantity (EA)	Brand/Manufacturer	Filter #	Base Price	Base Price x Quantity
1	Crown Victoria Front Pads 03-07	35				
2	2004 Ford Crown Victoria Front Rotors, standard equipment	50				
3	Crown Victoria Rear Pad 03-07	20				
4	Ford Crown Victoria rear rotors-680129	20				
5	Fuel Filter 33595	20				
6	CRC Indust. Brake Kleen, Part # 05050 14oz. Green Environment Friendly	200				
7	Antifreeze Green	50				
8	Exide Battery group 65-84 Nascar Series	30				
9	Air Filter 46134	20				
10	Oil Filter 51040	15				
11	Oil Filter 51042	12				
12	Oil Filter 51356	10				
13	Oil Filter 51394	10				
14	Oil Filter 51085	20				
15	Oil Filter 51372	300				
16	Oil Filter 51516	25				

TABLE 1

No.	Parts Description	Est. Quantity (EACH)	Brand/Manufacturer	Base Price	Base Price x Quantity
17	Trico Wiper Blades 18-1	20			
18	Trico Wiper Blades 21-1	20			
19	Trico Wiper Blades 20-1	50			
20	Trico Wiper Blades 22-1	50			
21	Trico Wiper Baldes 18-2	10			
22	CEC Industries 1156 Bulb	20			
23	CEC Industries 1157 Bulb	10			
24	CEC Industries 3157 Bulb	20			
25	CEC Industries 906 Bulb	30			
26	CEC Industries 9007 Bulb	10			
27	CEC H3-100W Halogen Bulb	4			
28	Mud Flaps 36"	6			
29	Mud Flaps 30"	3			
30	Signal Stat Registration Holder	5			
31	85+ Redline diesel additive	15			
32	Rotolite rb6-p	2			

TABLE 1

No.	Parts Description	Est. Quantity (EACH)	Brand/Manufacturer	Base Price	Base Price x Quantity
33	Pental hook pin	10			
34	Fire extinguishers	30			
35	20/10 windshield washer 8 oz's	35			
36	1334 Oil Filter	16			
37	1356 Oil Filter	14			
38	7756XD HD Oil Filters	14			
39	1791 HD Oil Filter	12			
40	4071 HD Oil Filter	12			
41	1551 HD Oil Filter	11			
42	1734 HD Oil Filter	11			
43	4006 HD Fuel Filter	22			
	Tax				
	*Total (with tax)				
	*Transfer total to the bid proposal form (page 15)				