Meeting Date: **5/19/2015**

Report Type: Consent

Report ID: 2015-00415

City of SACRAMENTO **14**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Cooperative Purchase Agreement: Vehicle Equipment and Installation Services

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of the County of Placer cooperative purchase agreement with Lehr Auto Electric (Contract No. BP021656) for the purchase of equipment and installation services in an amount not to exceed $350,000 through September 30, 2015 or until the agreement is no longer available for use; and 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Steve Barker, Interim Fleet Manager, (916) 808-6289, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Fleet Management

Dept ID: 13001211

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form
Kourtney Burdick
5/12/2015 9:48:11 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 4/30/2015 6:22:24 PM

James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
John F. Shirey, City Manager

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Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has an ongoing requirement for vehicle equipment and installation services for the City's fleet of vehicles.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of vehicle equipment and installation services for City vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The DPW, Fleet Management Division, has an ongoing requirement for vehicle equipment and installation services for the City's fleet of vehicles. The recommended cooperative agreement will be used to purchase lighting and emergency equipment and installation services to outfit new replacement vehicles.

After reviewing the available purchase options, Fleet Management has determined that using the County of Placer cooperative purchase agreement with Lehr Auto Electric represents the most advantageous purchasing strategy because the agreement offers a complete range of equipment to meet the City's needs and it was competitively bid regionally.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers capital costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: In determining the recommended spending authorization, Fleet Management staff reviewed the expenditure history and considered future needs. The recommended purchases will be made from the DPW operating budget (Fleet Fund, Fund 6501) and charged to the customer department's multi-year operating project (MYOP) for replacement vehicles and equipment. Sufficient funding is available in the DPW FY2014/15 operating budget for purchases through June

30, 2015. Purchases made after June 30, 2015 are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Lehr Auto Electric is a local business enterprise.

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County of Placer
BLANKET PURCHASE ORDER

Department of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 889-7776

Please reference the above number on all invoices and correspondence related to this order.

Blanket Purchase Order
20 - 2015 - BP021656

Date Issued: 10/30/14

Vendor: 32955 - 001 STOMMEL INC dba LEHR AUTO ELECTRIC 4707 NORTHGATE BLVD SACRAMENTO, CA 95834-	**Send Invoices to:** Sheriff-Coroner-Marshal 2929 Richardson Drive, Suite A PO Box 6990 Auburn, CA 95604 Phone: (530) 889-7800
Direct all questions regarding this agreement to: **Buyer:** Jon Manning Phone: (530) 889-4290 **FOB Point:** Destination - Frt ppd & assumed by vndr **Payment Terms:** Net 30 Days	**Effective Date:** 10/21/14 **Expiration Date:** 9/30/15 **Total Purchases shall not exceed:** **$ 225,000.00**

This blanket purchase order shall be governed by the attached terms and conditions.

Description:

Commodity Code: 928-15

Patrol vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's response to Placer County Bid No. 10385 - see attached for pricing, terms, and conditions.

CONTACTS:
Vendor Contact: Jim Stommel, Ph. #916-646-6626, Fax #916-646-6656, E-mail: jim@lehrauto.com
Placer County Contact: Matt Burgans, Ph. #530-889-7865
Placer County Billing Contact: LeAnn Johnson, Ph. #530-889-6919

Approved by the Board of Supervisors on October 21, 2014.

Departments authorized to use this agreement:

Sheriff-Coroner-Marshal

Special Instructions:

INSURANCE: Your insurance certificate(s) and related documentation have been accepted on a preliminary basis. The County of Placer has contracted with Ebix BPO of Portland, Michigan to review the certificates(s) and endorsement(s) to assure complete and accurate compliance with the insurance provisions required by this agreement. They may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their requests for information or corrections in order for the County to continue your contract through the expiration date.

<Requisition No. 20-2015-RQ058739>
<Replaces BP020722 and BP020867>
<Award of Bid No. 10385>

Brett Wood, Purchasing Manager

By: Brett Wood

COUNTY OF PLACER
PURCHASE ORDER/BLANKET PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

The following provisions are made a part of this Purchase Order or Blanket Purchase Order, and Contractor, by acceptance of this order, agrees to these terms and conditions in their entirety and without exception. As used herein, the terms Purchase Order, Blanket Purchase Order, and Contract are interchangeable. As used herein, the term Placer County means Placer County or its officers, agents, employees and volunteers.

1. APPLICABLE LAWS AND REGULATIONS. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. To the extent that a provision of the contract is contrary to the laws of the State of California or the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties, unless terminated by consent of both the Contractor and the County.

2. ALTERATIONS TO CONTRACT. All specifications and plans referred to in this order shall form a part of the contract. This order must be filled exactly as specified. No exceptions, alternates or substitutes will be accepted unless authorized by a written change order. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Placer. No charges will be allowed for packing, wrapping bags, containers, reels, etc. unless otherwise specified.

3. ASSIGNMENT. This contract shall not be assignable by the contractor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

4. TIMELY DELIVERY. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.

5. INSPECTION AND ACCEPTANCE. Materials purchased are subject to the acceptance of the County of Placer and if rejected are held subject to the Contractor's risk and expenses incurred for their return. No equipment, supplies or services received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said equipment, supplies or services. All equipment, supplies or services which do not comply with the specifications or requirements of this contract or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies or services which are discovered to be defective or which to not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

6. DOCUMENTATION. Purchase Order / Blanket Purchase Order / Contract Number must appear on all invoices, packing lists, packages, shipping notices, and any correspondence. An itemized packing list shall be enclosed in each box or package.

7. MERCHANTABILITY. The contractor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.

8. INVOICES AND PAYMENT. Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. Submit an original and one (1) copy of the invoice(s) to the invoice address shown on the face of the order. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified on the face of this purchase order (or blanket purchase order). The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. **LATE FEES:** In accordance with Section 926.10 of the California Government Code, Placer County will pay interest at the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" as defined above.

9. TAXES. The County of Placer must pay California state and local sales tax, unless purchase order, blanket purchase order or contract specifically indicates exemptions. The County of Placer is exempt from Federal Excise and Transportation taxes. Exemption certification will be furnished upon request.

10. LIENS. Contractor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of any nature whatsoever.

11. INSURANCE. The contractor shall maintain insurance adequate to protect him from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the purchase order, blanket purchase order or contract. The contractor may be required to file with the County of Placer certificates of insurance, naming the County, its agents, officials, and employees as additional insured in dollar limits specified by the County. Failure to furnish such evidence, if required, may be considered default of the contractor.

12. INDEMNIFICATION. Unless indemnification requirements are otherwise stated in this contract, the Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

13. PATENT INFRINGEMENT. Contractor shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

14. NON-COLLUSION. The contractor certifies that his/her quotation is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a quotation for the same requirement and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

15. CONFLICT OF INTEREST. Contractor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

16. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this request, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

17. RIGHTS AND REMEDIES OF COUNTY. If any item furnished by the contractor fails to conform to bid specifications, or to the sample submitted by the contractor with his/her bid, the County may reject it. Upon rejection, the contractor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others confirming to such specifications or samples. If the contractor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the contractor the difference between the price named in the contract or purchase order and the actual cost to the County. If the contractor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the contractor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the contractor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the contractor therein agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

18. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

19. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Blanket Purchase Orders may be terminated by the County without cause upon 30 calendar days' written notice.

20. ENTIRETY OF AGREEMENT. This contract contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this contract, shall be binding or valid.

21. VENDOR FINANCIAL STABILITY. If, during the term of any contract the vendor has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor shall immediately provide the County with a written notice to that effect and that it shall provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County. County reserves the right to cancel the agreement if, in the sole opinion of the County, the vendor is financially unable to meet its obligations under the agreement.

22. COUNTY'S OPTION TO RENEW BLANKET PURCHASE ORDER: In the event that the awarded supplier offers to supply his service(s) to the County of Placer for the exact same price as indicated in the Blanket Purchase Order herein for any succeeding year or agreement period, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase at the time prior to the succeeding year's contract renewal, and if the service provided by the supplier was to the satisfaction of the County, the County reserves the right to extend the period of the contract on a year-to-year basis to the awarded supplier.

Placer County

Tabulation Report IFB #10385 - Patrol Vehicle Equipment, Supplies, and Installation Services

Vendor: Lehr Auto Electric

Code	Name	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
Line 1	Total Bid Amount				$78,607.75	1	TOTAL	$78,607.75		

General Comments:

General Attachments: LEHR 10385 Attachment D - Bid Pricing Worksheets.xls

COUNTY OF PLACER
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. REQUIRED DOCUMENTS

Bidders shall complete all yellow fields in the documents listed below, which are documents that need to be downloaded, completed (offline), and then uploaded as part of your electronic response, or follow the instructions in Section 2 below, to be considered for award. Bids which are missing the required response attachments may be rejected as non-responsive.

Attachment A – Supplemental Terms and Conditions (informational only)
Attachment B – Scope of Work (informational only)
Attachment C – Insurance Requirements (informational only)
Attachment D – Bid Pricing Worksheets
Attachment E – Lightbar Configuration (informational only)

2. HARD COPY BID RESPONSES

Bidders wishing to submit a hard copy bid will need to complete the attachment titled **"Hard Copy Bid Cover Sheet"**, and submit it along with the other required documents listed in Section 1 above. Bidders shall submit their hard copy bid response in a sealed envelope that clearly identifies the bid number, title, and closing date and time to the Procurement Services Division, 2964 Richardson Drive, Auburn, CA, 95603, between the hours of 8:00 am and 5:00 pm (Pacific), Monday through Friday (excluding County holidays), prior to the close date and time specified in this bid solicitation.

3. OVERVIEW

Placer County intends to award one or more blanket purchase orders for the purchase of patrol vehicle equipment and supplies as well as equipment installation services on an as-needed basis for the County's fleet of law enforcement vehicles and equipment on behalf of the Placer County Sheriff's Office. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

4. NON-MANDATORY VEHICLE INSPECTIONS

Interested bidders who wish to view a County vehicle in-person and get a better understanding of what services are required to complete the work described herein shall contact Matt Burgans for a viewing appointment at (530) 889-7865. This pre-bid visit is not mandatory, although interested bidders are highly encouraged to schedule a viewing appointment to better understand the nature of the work required in this bid. Failure to schedule and attend a viewing of a County vehicle shall not relieve any bidder from their responsibility to successfully perform the work described herein.

5. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the patrol vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

All bidders shall complete and return **Attachment D – Bid Pricing Worksheet**. The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in **Attachment D** shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

6. AWARD

6.1. This bid shall be evaluated and awarded by category or on an all-or-none basis, whichever is in the County's best interest. The bid evaluation will consider the total cost to install the patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 patrol vehicle for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

6.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

6.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

7. DELIVERY REQUIREMENTS

7.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

7.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.

7.3. If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

8. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Attachment D – Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

9. INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish evidence of insurance, including required endorsements, to Placer County Procurement Services demonstrating proof of coverage in the amounts as specified in **Attachment C, Placer County Insurance Requirements**, within ten (10) calendar days following receipt of a Notice of Intent to Award.

THE PROOF OF INSURANCE SHALL INCLUDE A SEPARATE ENDORSEMENT FORM(S) CONTAINING THE EXACT ENDORSEMENT LANGUAGE SPECIFIED IN SECTION 5.0 OF THE ATTACHED INSURANCE REQUIREMENTS, AND SHALL INCLUDE THE GENERAL LIABILITY POLICY NUMBER. BLANKET ENDORSEMENT FORMS MAY BE REJECTED.

Failure to comply with the County's insurance and endorsement requirements will result in the disqualification of your bid. All costs of complying with the insurance AND endorsement requirements shall be included in your bid pricing. Bidders are strongly advised to read **Attachment C, Placer County Insurance Requirements**, prior to submitting a bid. Bidders are NOT required to submit proof of insurance with their bid responses.

10. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

11. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County’s patrol vehicle equipment including the County’s inventory of repair/replacement parts as well as officer training issues, bids will only be accepted for the brand and model patrol vehicle equipment and supplies specified in **Bid Attachment D**.

12. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for patrol vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

13. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder’s employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder’s Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee’s claim for compensation or damages against the County, or any of its officers or agents.

COUNTY OF PLACER
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

1.0 The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles and equipment. Responding firms shall have staff experienced in the installation of law enforcement radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.

2.0 The successful bidder shall be qualified and capable of performing equipment installation services on various types of patrol vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats.

3.0 Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.

4.0 In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.

5.0 The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.

6.0 The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.

7.0 The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of

correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

8.0 The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

PLACER COUNTY INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the PLACER COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to PLACER COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against PLACER COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

If the CONTRACTOR has no employees and is exempt from carrying Worker's Compensation Insurance, the following language shall apply:

"CONTRACTOR represents they have no employees and, therefore, is not required to have Workers Compensation coverage. CONTRACTOR agrees they have no rights, entitlements or claim against PLACER COUNTY for any type of employment benefits or workers' compensation or other programs afforded to PLACER COUNTY employees."

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Products and completed operations;
(2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
(3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars ($1,000,000) each occurrence
→Two million dollars ($2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of PLACER COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) aggregate for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by PLACER COUNTY as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against PLACER COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish PLACER COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PLACER COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. PLACER COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder Information - Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on the insurance certificates and related documents shall read as follows:

County of Placer
c/o Ebix RCS
PO Box 257
Portland, MI 48875-0257

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review. The County will forward those documents to Ebix RCS on your behalf.

County of Placer
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES
BID PRICING WORKSHEET

Vendor Name: (Enter your Company Name here)	LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA. 95834	INSTRUCTIONS: • Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. • Note difference in package size and other variables in "Comments" section. • Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).
Invoice Terms: Bidders shall enter their payment terms in the space provided.	Discount of __0_____% for invoices paid within _____ days, or Net ___30____.	NOTE: The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.
Delivery / Turnaround Time: Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.	DELIVERY TIME: 2- 21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items TURNAROUND TIME: 3-5 Days normal	

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
	CATEGORY 1 - PATROL VEHICLE EQUIPMENT AND SUPPLIES								
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB	1,425.00	21,375.00	5 Years	
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	50.00	750.00	2 Years	
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRNTA3	550.00	8,250.00	2 Years	
1.4	Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH07	240.00	3,600.00	5 Years	
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	875.00	13,125.00	5 Years	
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA	550.00	8,250.00	5 Years	
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	64.35	965.25	1 Year	
1.8	Ratchet Lock	EA	15	Santa Cruz	SC-5H	100.10	1,501.50	1 Year	
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P	58.50	1,755.00	1 Year	
1.10	Siren Speaker	EA	15	Whelen	SA315P	150.00	2,250.00	2 Years	
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1	20.00	300.00	2 Years	

County of Placer
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES
BID PRICING WORKSHEET

Vendor Name: (Enter your Company Name here)	LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA. 95834	INSTRUCTIONS: • Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. • Note difference in package size and other variables in "Comments" section. • Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).
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Delivery / Turnaround Time: Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.	DELIVERY TIME: 2- 21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items TURNAROUND TIME: 3-5 Days normal	

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
1.12	Plug In Headlight Flasher for 2007 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07	62.40	936.00	5 Years	
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	65.00	2,925.00	5 Years	
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	65.00	2,925.00	5 Years	
1.15	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	50.00	750.00	5 Years	
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	50.00	750.00	5 Years	
1.17	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1	7.50	225.00	2 Years	
1.18	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	68.00	1,020.00	3 Years	
1.19	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB	41.40	621.00	5 Years	
1.20	Patrol Vehicle "Placer" Console, consisting of the following components:	EA	12	Lehr Auto Electric	PCC001	389.00	4,668.00	5 Years	
	Arm Rest w/2" Extension	EA	1	Lehr Auto Electric	PARM002TALL	112.80			
	Arm Rest Pad	EA	1	Lehr Auto Electric	PARP	46.00			
	XTL2500 3" Faceplate	EA	1	Troy Products	FP-MXTL5000	28.00			
	Cencom 4" Faceplate	EA	1	Troy Products	FP-WC10285909	28.00			
	1" Blank	EA	1	Troy Products	FP-BLNK1	7.00			
	2" Blank	EA	1	Troy Products	FP-BLNK2	7.00			
	4" Beverage Holder	EA	1	Troy Products	AC-INBHG	36.00			
	Mount Kit	EA	1	Troy Products	AC-FST2000	71.40			

County of Placer
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES
BID PRICING WORKSHEET

Vendor Name: (Enter your Company Name here)	LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA. 95834	INSTRUCTIONS: • Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. • Note difference in package size and other variables in "Comments" section. • Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).
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Delivery / Turnaround Time: Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.	DELIVERY TIME: 2- 21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items TURNAROUND TIME: 3-5 Days normal	

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
	DESCRIPTION			Indicate the Percent Discount off List Price for the Product Categories Specified Below	County's Estimated Annual Expenditures	Discount Off Estimated Annual Expenditures	Total Amount		COMMENTS
1.22	Discount off list price for Havis Inc. products not specified above.			30.00%	100.00	30.00	70.00		
1.23	Discount off list price for other Troy Products not specified above.			32.00%	100.00	32.00	68.00		
1.24	Discount off list price for other SoundOff products not specified above.			40.00%	100.00	40.00	60.00		
1.25	Discount off list price for other Federal Signal products not specified above.			40.00%	100.00	40.00	60.00		
1.26	Discount off list price for other Setina products not specified above.			25.00%	100.00	25.00	75.00		
1.27	Discount off list price for other Cole Hersee products not specified above.			57.00%	100.00	57.00	43.00		
1.28	Discount off list price for other Whelen Engineering products not specified above.			40.00%	100.00	40.00	60.00		
1.29	Discount off list price for other Santa Cruz Gunlocks products not specified above.			35.00%	100.00	35.00	65.00		
1.30	Discount off list price for other Laguna 3P Manufacturing products not specified above.			15.00%	100.00	15.00	85.00		
					SUBTOTAL FOR CATEGORY 1:		77,527.75		

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
	CATEGORY 2 - PATROL VEHICLE INSTALLATION SERVICES								

County of Placer

PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES
BID PRICING WORKSHEET

Vendor Name: (Enter your Company Name here)	LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA. 95834	INSTRUCTIONS: • Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. • Note difference in package size and other variables in "Comments" section. • Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).
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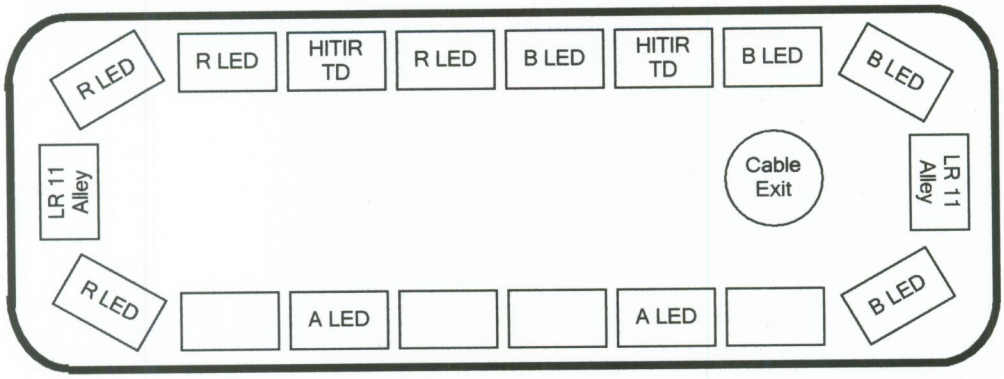
ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
2.1	Shop labor rate per hour for patrol vehicle equipment installation services.	HOUR	18			60.00	1,080.00		
					SUBTOTAL FOR CATEGORY 2:		1,080.00		

TOTAL BID AMOUNT (BIDDERS SHALL ENTER THIS NUMBER AS THEIR RESPONSE IN PUBLIC PURCHASE): $ 78,607.75

Liberty WC Series Light Bar Order Form/Worksheet

Configuration



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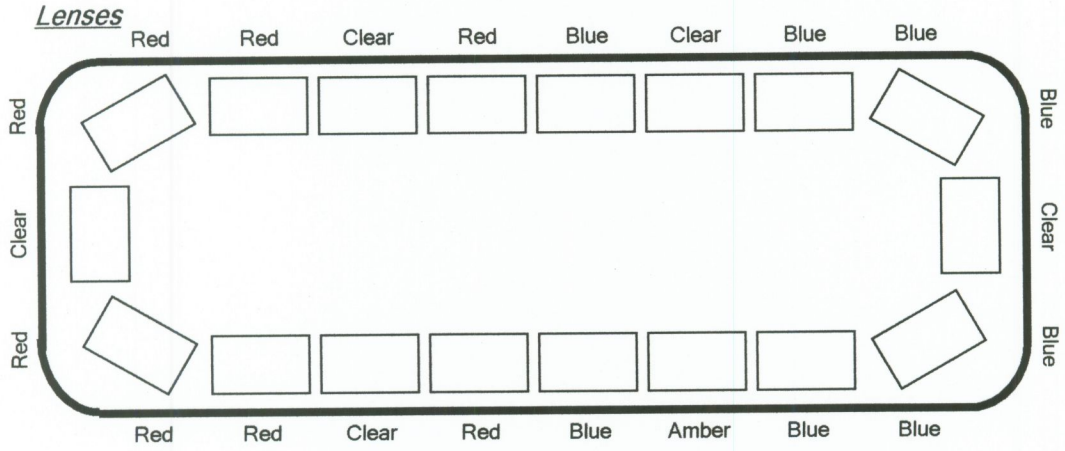
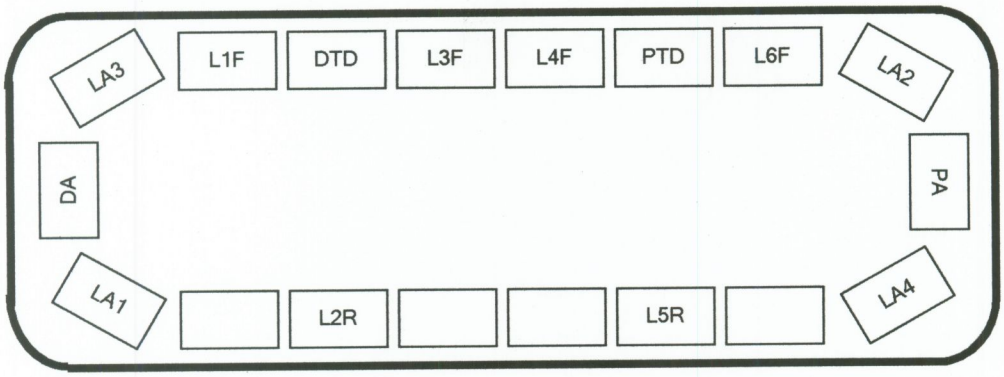


Wecan Lightbar Mapping



COUNTY OF PLACER
ADMINISTRATIVE SERVICES DEPARTMENT
Procurement Services Division
2964 Richardson Drive, Auburn, CA 95603

INVITATION FOR BIDS OR PRICE QUOTES
GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this bid or price quote by reference and attachment to the Invitation for Bids or Request for Price Quotes document**. Any contract award made as the result of this bid shall be governed by these General Terms and Conditions**. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: http://www.placer.ca.gov/admin/procurement/openbids. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder**.

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

   SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

   WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

   REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are <u>not</u> intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INDEMNIFICATION. Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County <u>is not</u> exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. OPEN-END CONTRACT (BLANKET PURCHASE ORDER). No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

18. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms are available on our website at: http://www.placer.ca.gov/Departments/Admin/Procurement/LocalVendorPref.aspx

19. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more.

20. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

21. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

22. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

23. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

24. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154.

25. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

26. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

    The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

    By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -