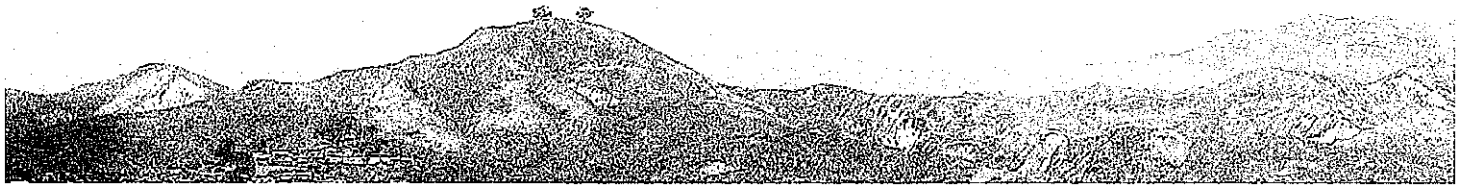

CITY OF
VENTURA

INVITATION TO BID (ITB)
BID NO. B-130000353
November 7, 2016

The City of Ventura invites your bid to purchase **Five (5) New, unused 2017 or Newer Two-Wheel Drive Mid-Size Pickup Trucks with Extended Cab, Standard 6 Foot Bed, Chevrolet Colorado or approved equal** per the attached Instructions to Vendors, ITB Provisions for Standard Form Contracts and Specification Number 16-0002.

Closing Time and Date

One (1) original and one (1) copy of your signed quotation sheet, local vendor preference (if applicable) and completed specifications must be submitted in a sealed envelope marked "ITB No. B-130000353" prior to:

Thursday November 17, 2016 at 4:00 PM

Submit your entire bid package to the following address:

Purchasing Office
City of San Buenaventura
501 Poli Street, Room 102
P.O. Box 99
Ventura, CA 93002-0099

Buyer: Jennifer Yates, Purchasing Supervisor; jyates@cityofventura.net

BIDS RECEIVED AFTER DAY AND TIME SPECIFIED WILL NOT BE ACCEPTED. FIRMS ARE RESPONSIBLE FOR PROMPT DELIVERY OF THEIR BIDS. FAXED RESPONSES WILL NOT BE ACCEPTED

BIDS WILL NOT BE OPENED PUBLICLY.

INSTRUCTIONS TO VENDORS:

1. Scope:
   Bids are hereby requested for **Five (5) New, unused 2017 or Newer Two-Wheel Drive Mid-Size Pickup Trucks with Extended Cab, Standard 6 Foot Bed, Chevrolet Colorado or approved equal**, as per specification number 16-0002.

2. Literature:
   Full technical information on the equipment bid shall be provided with your bid. Letters containing blanket statements or non- technical advertising brochures are not acceptable.

3. Award:
   This bid will be awarded in accordance with the following criteria:

   a. Proven Performance
      Emphasis will be placed on the background, experience, and stability of the firm. The evaluation will focus on the firm's user references and their overall satisfaction with the item bid.

   b. Support
      The extent of operator and service training, availability of parts, warranty, and overall vendor support will be analyzed.

   c. Specifications
      The ability of the item bid to meet the specifications outlined herein will be evaluated in terms of technical capabilities, flexibility, reliability, maintainability, and operational cost.

   d. Timely Delivery
      Vendor's ability to supply the item bid as defined herein, in a timely manner, will be an ` important consideration.

The City shall be the sole judge of the successful bidder hereunder. The City reserves the right to reject any or all bids.

ITB PROVISIONS FOR STANDARD FORM CONTRACTS

Please Read Carefully
These provisions shall be a part of your Bid and/or any resultant Contract

Scope of Bid/Proposal: A Request for Proposal is hereby requested for **Five (5) New, unused 2017 or Newer Two-Wheel Drive Mid-Size Pickup Trucks with Extended Cab, Standard 6 Foot Bed, Chevrolet Colorado or approved equal,** as per specifications herein.

The bidder agrees that:

A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and

B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of San Buenaventura specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to an invitation to or request for bid, request for proposal, or request for quotation. A bidder may also be referred to as bidder/contractor, contractor, supplier, or vendor.

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error; the person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices.

2. Bidder's Security: NOT APPLICABLE

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City of San Buenaventura, or a bid bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

3. Items Offered:

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

4. Brand Names:

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

An equivalent ("or equal") may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City

may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

5. Samples:
Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City.

6. Verify Quotations:
Prices shall be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

7. Firm Prices:
Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of San Buenaventura shall receive the benefit of such decline.

8. Modification or Withdrawal of Bids:
Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

9. Late Bids, Modifications, or Withdrawals:
Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the City determines that late receipt was due solely to City error.

10. Mistake in Bid:
(a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by modifying or withdrawing the bid in accordance with Items 8 and 9 above.

(b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to bidder, bidder may request consideration be given to modifying the bid if it remains the lowest bid or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for correction of bids.

(c) A mistake in bid cannot be considered once a purchase order or contract is issued.

11. Signature:
All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

12. No Bids:
If no bid is to be submitted, the bid should be marked "No Bid" and returned to maintain the bidder's name in the vendor file for future solicitations. A letter or postcard may be submitted. If a bidder fails to respond to a reasonable number of bids without returning a "No Bid", the Purchasing Manager reserves the right to delete the bidder from the vendor file for future solicitations.

13. Alternative Proposals:
To be responsive to the bid, bidder must submit a proposal that meets all specific bid requirements. Once bidder has proposed a product which is responsive to the specification, bidder may include with the bid any additional proposals or alternative products that bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

14. Confidential Information:
Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

15. Quality:
Unless otherwise required in the specifications, bidder's proposal shall assume that all goods furnished shall be new and unused.

16. Tropical Hardwoods:
In accordance with the City of San Buenaventura Administrative Policy and Procedure 18.2, incorporated and made part of these General Provisions, Bidders shall not propose or provide any items to the City in regard to performance of a contract, which are tropical hardwood products. Bidders are urged not to import, purchase, obtain, or use for any purpose, any tropical hardwood product in support of any City agreement.

17. Litigation Warranty:
The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by The City of San Buenaventura in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

18. Royalties, Licenses and Patents:
Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

19. Performance Standards:
Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

20. Warranties:
(a) All material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

21. Addenda:
The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

22. Specifications to Prevail:
The detailed requirements of the specifications shall supersede any conflicting reference in these General Provisions that are in conflict therewith.

23. Taxes:
The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City and County Sales Taxes. Do not include this tax in the amount bid. However, tax is to be added by the successful bidder to the net amount invoiced.

24. Living Wage Requirements: NOT APPLICABLE
Vendor understands and agrees that this Agreement is subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code, entitled "Living Wages and Benefits for City Services," a copy of which has been, or can be upon request, provided to Vendor. By reason thereof, during the term of this Agreement, Vendor will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. Moreover, Vendor will require any of its successors, assigns and subcontractors who receive any compensation or other emoluments arising out the performance of the services provided for by this Agreement to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing the such services. In addition, Vendor and any of its successors, assigns and sub-contractors who received any compensation or other emoluments arising out of the performance of the services provided for by this Agreement will post the "Notice to Employees" and provide the other information required by Section 2.525.170 of Chapter 2.525 at the time in the manner provided for by that section. Finally, Vendor also understands and agrees that any violation of Chapter 2.525 of the San Buenaventura Municipal Code will be deemed to be a material breach of this Agreement entitling City to suspend or terminate this Agreement and/or impose the civil penalties provided for by Section 2.525.400 of Chapter 2.525.

Referenced below are the annual adjustments relative to Living Wage Ordinance No. 2006-010:

Section 2.525.160 Annual Adjustment:
Minimum Hourly Rate Without Medical Benefits: $15.06 for fiscal year 2016-2017.

Minimum Hourly Rate With Medical Benefits: $11.75 per hour provided the coverage employer pays its covered employees a minimum of $3.31 per hour worked, toward qualifying medical benefits for covered employees and their dependents for fiscal year 2016-2017.

Section 2.525.130 Applicability: All service contracts entered into or financial assistance provided after the effective date of this chapter whose combined total exceeds $30,124 for fiscal year 2016-2017.

By initialing this Section, Seller agrees that it has read a copy of Chapter 2.525 of the Code as well as this Section, and that Seller understands Chapter 2.525 of the Code and this Section.

Seller's initials: _____

25. Prevailing Wage Requirements: NOT APPLICABLE

Effective January 1, 2015, the payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to public works construction projects over $25,000 and projects for alteration, demolition, repair, or maintenance work over $15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

This contract may be subject to compliance monitoring and enforcement by the DIR. As of July 1, 2014, all contractors and subcontractors must register with the DIR in order to submit a bid and be awarded a contract (https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm). As of April 1, 2015, the City must hire only registered contractors and subcontractors. For complete requirements, please refer to the "Contractor Registration Fact Sheet" located on the City's website at http://www.cityofventura.net/ft/purchasing.

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at (415) 703-4774.

The Contractor will comply with Section 1007 of the San Buenaventura Charter. In accordance with Labor Code Section 1775 ("Section 1775"), the Contractor will forfeit as a penalty to the City of San Buenaventura, $25.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by Contractor or by any subcontractor under Contractor in violation of the provisions of the Charter. In addition to said penalty and pursuant to the said Section 1775, the difference between the stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate will be paid to each worker by the Contractor. Any sums forfeited under the provisions of this section will be deducted from the payments under this contract by the City.

Every Contractor and subcontractor will keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him in connection with the public project.

It is unlawful to split or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

Use of Prevailing Wages vs. Living Wages:

In the event that there is a difference between the amount of wages to be paid under the City of Ventura's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to the contract.

26. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

(a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

(b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

26. Conflict of Interest:
No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

(a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

(b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

27. Gratuities:
The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

28. Faithful Performance Bond: NOT APPLICABLE
If required and defined within the Scope of Work, the Bidder will be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City of San Buenaventura, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

29. Insurance: NOT APPLICABLE
Should work be required on City premises or within the public right-of-way, bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable. prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of California and the City of San Buenaventura and shall meet the following minimum specifications:

A. Types and Amounts of Applicable Insurance Coverage. Bidder or Contractor shall provide the following types of insurance designated in this section by a check mark:

Type of Insurance	Combined Single Limit	Aggregate Limit
☐ Commercial General Liability	$1,000,000	$200,000,000
☐ Business Auto Liability	$1,000,000	$
☐ Workers' Compensation	Statutory Limit	
☐ Professional Liability (E&O)	$	$

B. Insurance Policy Forms and Provisions. The insurance policies provided by bidder/contractor in compliance with the requirements of this section shall conform to all of the following requirements.

(a) Commercial Liability Insurance shall be evidenced by both a Certificate of Insurance and an Additional Insured Endorsement. Bidder/Contractor shall provide insurance documentation on a form that affords the City coverage as broad as that provided under ISO-CGL Form No. CG 00 01 11 85 or 88. Aggregate limit endorsements shall be evidenced on either ISO Form No. CG 25 03 11 85 or ISO Form No. CG 25 04 11 85. City and all of City's officers, employees and volunteers shall be named as Additional Insureds under such insurance coverage using a form approved by the City or ISO Form No. CG 20 10 11 85 (in no event with an ISO edition date later than 1990).

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent or volunteer of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.

Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverages.

(b) Errors and Omissions Insurance shall be provided covering liability for professional malpractice. Such coverage shall be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis, bidder/contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover bidder/contractor for all claims made by City arising out of any errors or omissions of bidder/contractor, or the officers, employees or agents of bidder/contractor during the time this Agreement was in effect.

(c) Business Auto Coverage shall be provided on ISO Business Auto Coverage Form No. CA 00 01 06 92 including symbol 1 (any auto). As in the case of general liability insurance requirement, City and all of City's officers, employees, agents and volunteers shall be named as additional insureds under such insurance coverage using City's Standard form endorsement or ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990). The insurance policy providing such coverage shall be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(d) Workers' Compensation/Employer's Liability Coverage shall provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects to the City and City's officers, employees, agents and volunteers. Employer's liability coverage provided by such insurance shall be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

C. Additional Insurance Requirements. Bidder/contractor agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(a) Unless otherwise approved by the City, bidder/contractor's insurance shall be written by insurers authorized to do business in the State of California and the City of San Buenaventura and shall have a

minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(b) Bidder/contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Bidder/contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(c) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual or entity designated as the address of the project or services provided for by this Agreement.

(d) Bidder/contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for suits between bidder/contractor and City, between bidder/contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents or volunteers.

(e) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit bidder/contractor, and bidder/contractor's employees or agents, from waiving the right of subrogation prior to a loss. By these presents, bidder/contractor waives its right of subrogation against the City.

(f) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(g) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by bidder/contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to bidder/contractor pursuant to this Agreement.

(h) Bidder/contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(i) Bidder/contractor shall require all subcontractors or other parties hired by bidder/contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance shall name as additional insureds all parties to this Agreement. Bidder/contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any bidder/contractor, or contracts bidder/contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, bidder/contractor shall provide City will all agreements with subcontractors or others with whom bidder/contractor contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(j) Bidder/contractor shall provide immediate notice to City of any claim against bidder/contractor or any loss involving bidder/contractor that could result in City or any of City's officers, employees, agents or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(k) In the event of any loss that is not insured due to the failure of bidder/contractor to comply with these requirements, bidder/contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's officers, employees, agents or volunteers as a result of such failure.

D. Acknowledgement. Bidder acknowledges that it has reviewed the City's and insurance requirements above and hereby agrees to full compliance.

_____
Authorized Signature

30. Indemnification:

Bidder/contractor shall hold City and City's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to bidder/contractor's performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or wrongful conduct, bidder/contractor shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

Bidder/contractor also understands and agrees that it is being employed to perform the services provided for by this Agreement because of bidder/contractor's professed expertise and experience in performing such services. In addition bidder/contractor understands and agrees that while City or City's officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor or supervise the work performed by bidder/contractor pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, bidder/contractor waives any right of contribution against City or any of City's officers, employees, agents or volunteers arising out of such failure to inspect, review, monitor or supervise the work performed by bidder/contractor pursuant to this Agreement."

31. Award of Contract – Request for Bid (RFB) and Request for Proposal (RFP):

(a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.

(b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. The City will, however, consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.

(c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.

(d) Upon acceptance by the City of San Buenaventura, the solicitation, bid, proposal, or price quotation and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions without further action required by either party. Items

are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause 28 or any related integrated agreement.

32. Request for Proposal (RFP) Submittals:
In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal.

When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal. At that time, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

33. Protests:
Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Purchasing Manager no later than ten (10) calendar days after award recommendation. Failure to submit a timely written protest to the Purchasing Manager shall bar consideration of such protest. The Purchasing Manager shall consider the merits of the protest and make a determination that shall be immediately communicated to the protesting bidder. Any appeal concerning the determination of the Purchasing Manager shall be submitted in writing to the Finance and Technology Director no later than five (5) calendar days after the original determination is communicated to the bidder. The Finance and Technology Director shall hear the documented arguments of the protest and a written determination will be made and returned to the affected vendor(s). Determinations by the Finance and Technology Director concerning protests are final.

34. Documentation:
Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option the bid bond may be attached for damages suffered.

35. Discounts:
(a) Prompt payment discounts offered for payment within less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than 15 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

(b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.

(c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

36. Seller's Invoice:
Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

37. Inspection and Acceptance:
Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery

and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

38. Lost and Damaged Shipments:
Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

39. Late Shipments:
Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

40. Document Ownership:
(a) All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

(b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this contract shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by bidder without infringing bidder's copyright or any license granted to City.

41. Advertisements, Product Endorsements:
City employees and agencies or organizations funded by the City of San Buenaventura are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of San Buenaventura has endorsed their product or service without the City Manager's prior written approval.

42. Optional Cooperative Purchase Agreement:
It is intended that any other public agency (i.e., city, district, public agency, municipality or state agency) located within California shall have the option to participate in any award made as a result of this solicitation. The City of San Buenaventura shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency shall accept sole responsibility for placing orders and making applicable payments to the vendor. State whether said "cooperative" option is granted on the City quotation sheet. The option shall not be considered in the proposal evaluation.

43. City Provisions to Prevail:
Except as indicated in the specifications, the City's standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

44. Invalid Provisions:
In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

45. Amendments and Modifications:

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

46. Assignment:
Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

47. Disputes:
Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests mediation within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

48. Mediation:
Should an unresolved dispute arise out of this agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process.

The cost of mediation shall be borne equally by both parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the maximum time is extended by both parties.

49. Lawful Performance:
Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

50. Annual Appropriation of Funds:
Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term, and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Purchasing Manager is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the lease or contract. The City has no monetary obligation in event of termination or reduction of a

term contract since such contracts represent estimated quantities and is not funded as a contract except to the extent of the Purchase Orders issued.

51. Extension:
When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

52. Termination:
The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. 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.

53. Venue:
This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the County of Ventura.

54. Small Local Business Purchasing Preference:
In determining the lowest responsible bidder for any city purchase of goods or public works construction contract that is for $250,000 or less, and when responsibility and quality are equal, a credit of five percent (5%) of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" as defined below.

Definition: "Small Local Business" shall mean either: 1) a business entity that has for at least twelve (12) months immediately preceding submittal of its bid held a current business license issued by the city and maintained its principal business office within the city's geographic boundaries, and that employs fewer than one hundred (100) employees or has average annual gross receipts of twenty million dollars ($20,000,000) or less over the preceding three years or 2) a business entity that proposes to use subcontractors, accounting for at least thirty (30) percent of the contract bid value, that have for at least twelve (12) months immediately preceding submittal of its bid held a current business license issued by the city and maintained its principal business office within the city's geographic boundaries, and that employs fewer than one hundred (100) employees or has average annual gross receipts of twenty million dollars ($20,000,000) or less over the preceding three years.

Certification: Should Seller meet the requirement of a Small Local Business, Attachment A must be completed and returned with a valid and authorized quotation.

APPROVED AS TO FORM
PER SBMC, SECTION 4.600.050
Gregory G. Diaz, City Attorney

SMALL LOCAL BUSINESS PURCHASING PREFERENCE CERTIFICATION

The City of Ventura's Small Local Business Purchasing Preference policy may be considered as applicable to this Request for Proposal (ITB/RFP). Refer to Article 53 of these General Provisions for details.

Qualified vendors that desire consideration as a City of Ventura small local business under this RFP must complete the "Statement of Small Local Business Certification" contained herein and submit it as a part of their proposal. Late submittals of the "Statement of Small Local Business Certification" will not be considered. Submission of this statement will qualify the vendor for treatment as a small local business for purposes of this RFP only. The Statement made under this RFP shall not qualify the vendor as a small local business under any other RFP.

Small Local Business Certification:

Any vendor claiming to be a small local business, as defined under Article 53 of these General Provisions, shall so certify in writing to the City's requesting Buyer. The Buyer shall not be required to verify the accuracy or any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "small local business."

Any person or business falsely claiming to be a small local business under this section shall be ineligible to transact for any business with the City for a period of not less than three (3) months and not more than twenty-four (24) months as determined in the sole discretion of the City's Purchasing and Contracts Manager. The City shall also have the right to terminate all or any part of any contract entered into with such person or business.

STATEMENT OF SMALL LOCAL BUSINESS CERTIFICATION
CITY OF SAN BUENAVENTURA

Qualified local vendors desiring consideration under the City of Ventura's Small Local Business Purchasing Preference policy must complete the following and submit with their proposal (print or type).

I _____, _____
(Individual submitting bid/proposal) (Title)

Of/for _____, Certify that _____
(Company Name) (Company Name)

Is a City of Ventura small local business as defined under Article 53 of these General Provisions and therefore qualifies for the Small Local Business purchasing preference.

_____, _____, _____
(Signature) (Title) (Date)

These specifications are not meant to limit the vendor; they are to be guidelines to minimum qualifications. The bidder shall indicate their compliance with "Yes" or noncompliance with "No" for each line item specification. Any alterations or deviations from the specifications, or where submitted literature does not fully support the meaning of the specifications, must be clearly stated and described in detail by the bidder. Failure to complete all spaces may invalidate the bid. Bids on items differing in minor detail from these specifications will be considered, but may be rejected at the discretion of the City.

	SPECIFICATIONS	BIDDER'S PROPOSAL
	Five (5) new, unused 2017, or newer, two-wheel drive mid-size pickup truck with extended cab, standard 6 foot bed, Chevrolet Colorado or approved equal. All vehicle and equipment shall comply with all State of California emissions requirements and the rules and regulations defined by California Air Resources Board, related to operations of fleet vehicles and their emissions. All shall be equipped with heavy duty factory towing packages. All applicable permits and licenses shall be provided.	Year: Make: Model:
1.	**ENGINE:**	
a.	Gasoline V-6 236 HP. approximately, and 250 lb.-ft. torque, approximately. Please state size, horsepower and torque. Size _____ HP _____ Torque _____	
b.	Largest available towing cooling package with heavy duty, high capacity radiator and fan.	
c.	Long Life Coolant	
d.	Battery – 540 CCA, minimum.	
e.	Alternator – 125 amps, minimum.	
f.	In an effort to provide the City with the best fuel economy vehicles, bidders are requested to provide an estimate fuel economy rating for the purpose of this bid.	City _____mpg Hwy _____mpg Comb. ___mpg
2.	**TRANSMISSION:**	
a.	Heavy-duty, electronically controlled, automatic 5 or 6 speed automatic rated for towing. Main gearshift shall be on center console. Please state transmission being bid. _____Speed.	
b.	Heavy duty towing transmission cooler	
c.	Console shifter	
3.	**CHASSIS:**	
a.	GVWR – 5,280 lbs., minimum.	
b.	Payload – 1,523 lbs., minimum.	
c.	Towing Capacity – Please state towing capacity.	_____ lbs.
d.	Heavy-duty gas-pressurized front and rear shocks.	
e.	Wheelbase – 125.9 inches, approximately.	

	SPECIFICATIONS	BIDDER'S PROPOSAL
f.	Rear axle – 3.55:1 ratio, minimum.	
g.	Front axle – Heaviest available from manufacture with factory towing package.	
h.	Rear suspension – Heaviest available from manufacture with factory towing package. .	
i.	Fuel tank shall be 19-gallon capacity, minimum.	
j.	Brakes shall be largest available, heavy-duty power assisted 4 wheel disc brakes with ABS. Please note if 4 wheel disc is not available: 4 wheel disc unavailable _____	
k.	Factory power-assisted rack and pinion steering with tilt steering wheel.	
4.	**CAB:**	
a.	Extended cab with minimum three (3) opening doors.	
b.	Front bucket seats with heavy duty cloth upholstery. Specify Grey or Beige. Color	
c.	Rear seats that fold up with under seat storage.	
d.	Floor covering shall be heavy-duty gray black vinyl floor mat.	
e.	Tinted safety glass, all around.	
f.	Dual padded armrests integral to the door panels.	
g.	Gauges shall include speedometer, odometer, fuel, voltmeter, and engine temperature and oil pressure.	
h.	Manufacturer's standard AM/FM/CD with blue tooth capacity	
i.	Air conditioning shall be factory installed with CFC-free R134 refrigerant.	
j.	Fresh air heater and defroster with side window defoggers.	
k.	Intermittent windshield wipers with pulse washers.	
l.	Driver and passenger front impact airbags.	
m.	Seat-mounted side impact air bags for driver and front passenger.	
n.	Exterior mirrors shall be power-adjustable, manual-folding.	
o.	Visor mirrors, lighted.	
p.	Inside rear view day/night mirror.	
q.	Two (2) 12 volt power outlets, minimum.	
r.	Manufacturer's standard power windows and power door locks.	
s.	Interior dome light.	
t.	Back up alarm, ambient noise sensitive device.	
u.	Four way flashers.	
v.	Shall be equipped with four (4) key fobs and four (4) keys, minimum. All must be fully functional. **(No Exceptions)**	
w.	Rear window shall be single pane window, without rear center sliding window.	

	SPECIFICATIONS	BIDDER'S PROPOSAL
5.	**ADDITIONAL ITEMS:**	
a.	Trailer hitch shall be an SAE Class IV SAE J2807 compliant weight-carrying receiver. The hitch shall be complete with safety chain loops. Shall be installed (2" receptacle). Each vehicle shall have a 7 flat pin RV type trailer light plug installed, wired and fully functional. Shall be delivered with a tow receiver insert equipped with a 2 5/16 inch ball. **(No exceptions)**	
b.	Shall be equipped with Factory Trailer Brake controller and 7 Flat Pin receptacle (RV Type) in near proximity of receiver. If factory trailer brake is not available a Draw-Tite electronic trailer brake control, Activator II, model #5500 shall be wired in circuit and fully functional and compatible with 7-Flat Pin RV type trailer connector plug.	
c.	Shall come equipped with back up camera including either rear view mirror or dash display screen.	
d.	Shall come equipped with back up warning system that will give driver an audible signal prior to contact with objects in vehicles path. Can also be part of back up camera system if also with audible warning.	
6.	**TRUCK BED:**	
a.	Standard 72" bed	
b.	Shall come with standard bed tie downs in bed floor and/or bed rails.	
c.	Manufacturer's standard rear step bumper.	
d.	If metal, shall come with sprayed in bedliner Line X or equal.	
7.	**WHEELS AND TIRES:**	
a.	Wheels - Five (5) each heavy-duty 16" x 6.5", approximately, includes spare. State Wheel Size _____	
b.	Tires - Five (5) each P255/70R16 BSW All-terrain all season tubeless steel belted radial black wall tires, approximately, includes full size spare. State Tire Size _____	
c.	Tire Pressure Monitoring System, including spare.	
d.	California State Tire Recycling Fee shall be included in bid.	
8.	**PAINT:**	
a.	Vehicle shall be painted manufacturer's standard white.	
b.	Rust Protection - describe in detail. Provide copy of rust protection warranty with bid.	
10.	**WARRANTY:**	
a.	5-year/100,000 mile Bumper-to-Bumper coverage with no deductible and 5-year/60,000 mile Powertrain warranty with no deductible.	

	SPECIFICATIONS	BIDDER'S PROPOSAL
b.	Warrantees shall be honored by all franchised dealers of the vehicle within the State of California.	
11.	**Options:**	
a.	Quad Cab (4 doors with full rear seating capacity)	$
b.	4 wheel drive (FWD) Electronic shift on the fly with limited slip rear differential.	$
c.	Painted manufactures Red	$
12.	**MISCELLANEOUS:**	
a.	All regular pre-delivery and warranty services shall be provided, including front end aligned, tires balanced, and headlights properly adjusted.	
b.	All other equipment to meet or exceed State of California and Federal Safety Standards shall be provided.	
c.	All other standard equipment shall be provided. All equipment shall be manufacturer installed unless otherwise specified.	
13.	**DOCUMENTATION:**	
a.	Vendor shall furnish at time of delivery: 1. One copy of vehicle owner's manual for each vehicle. 2. One digital copy of all shop repair manuals, to include engine, chassis, and emissions. Option would be online access to factory manual system. State on-going cost to maintain manual/technical support subscription if applicable.	
14.	**LICENSING:**	
a.	Vendor shall register the vehicle with the California Department of Motor Vehicles and provide EXEMPT license plates. Registered owner shall be: City of San Buenaventura, Business Address: 501 Poli Street, Ventura, CA 93001 Mailing Address: P.O. Box 99, Ventura, CA 93002 Send E plates to: City of San Buenaventura Fleet Maintenance, Accounting Technician P.O. Box 99 Ventura, CA 93002	
15.	The City prohibits **ANY** products containing asbestos.	

QUOTATION SHEET - BID NO. B-130000353 Five (5) New, unused 2017 or Newer Two-Wheel Drive Mid-Size Pickup Trucks with Extended Cab, Standard 6 Foot Bed, Chevrolet Colorado or approved equal

Spec. No.	Description	Year/Make/ Model	Availability From Date Of Order	Unit Price	Qty	Subtotal	Tax (7.50%)	Delivery Cost* (Total)	Total with Tax and Delivery
16-0002	New, unused 2017 or Newer Two-Wheel Drive Mid-Size Pickup Trucks with Extended Cab, Standard 6 Foot Bed, Chevrolet Colorado or approved equal			$	5	$	$	$	$
16-0002	**11: Options** a. Quad Cab (4 doors with full rear seating capacity)			$	5	$	$	$	$
16-0002	b. 4 wheel drive (FWD) Electronic shift on the fly with limited slip rear differential.			$	5	$	$	$	$
16-0002	c. Painted manufactures Red			$	5	$	$	$	$

1. Price, terms and any other conditions quoted shall remain valid and in effect ____ days from bid opening date (minimum of 60 days).

2. Discount for payment of invoice within 30 days of receipt is ____%.

3. Does your manufacturer give dealer price protection on the prices quoted in your bid? Yes__ No__. If "No," City shall request verification of dealer cost upon notification of any price increase prior to award of a purchase order.

4. Cooperative Purchase Agreement (see General Provisions paragraph 42). ☐Yes ☐No

5. List three (3) references of similar bids within the past twelve months.

	NAME OF COMPANY	ADDRESS	CONTACT	PHONE
A.				
B.				
C.				

6. This is to certify that I have carefully reviewed the City of Ventura's Instructions to Vendor, ITB Provisions for Standard Form Contracts and attached specifications on INVITATION FOR BID NO. B-130000353 and have clearly indicated in writing any exceptions my firm is making to these specifications. Therefore, I, the undersigned, hereby agree to both furnish and deliver the bid in this quotation complete as specified, if awarded this bid, within the time specified and at the price quoted therein and without any additional charges to the City of San Buenaventura.

COMPANY NAME _____ PHONE NUMBER _____ FAX NUMBER _____

COMPLETE MAILING ADDRESS _____

EMAIL ADDRESS _____

NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL _____ SIGNATURE _____ DATE _____