



City of Carson  
Purchasing Division  
701 E. Carson Street  
Carson, CA 90745

## INVITATION FOR BIDS (IFB 23-13)

Notice is hereby given that the Purchasing Manager of the City of Carson will accept bids for:

### PURCHASE OF THREE (3) NEW/UNUSED FORD TRUCKS

**ISSUE DATE:** 06/29/23  
**QUESTIONS DEADLINE:** 07/12/23 | 02:00 PM  
**BID DEADLINE:** 07/20/23 | 10:00 AM

#### BIDS MUST BE SUBMITTED ELECTRONICALLY

1) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC BIDS AT:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

No late bids will be accepted. Bids received after the deadline established will not be considered. Bidders and strongly encouraged to carefully read the entire IFB and are solely responsible for the timely submittal of complete bids. The City reserves the sole right to evaluate the bids submitted, waive any irregularity therein, approve sub-consultants (if applicable), and select or reject bids, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids by the date and time specified. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the Purchase Agreement, may result in disqualification from the selection process. Please note submissions are not confidential and are subject to release in response to a public records request after negotiations are complete.

Please note, in the event of a conflict between any details included in this IFB and any details in PlanetBids, this IFB 23-13 shall control and govern.

To view other bidding opportunities from the City of Carons, please visit:

<https://ci.carson.ca.su/Finance/Bidding.aspx>

# IFB 23-13 PURCHASE OF THREE (3) NEW/UNUSED FORD TRUCKS

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### DOWNLOADS from PLANETBIDS

1. Affidavit of Non-Federal Lobbyist Requirements
2. Affidavit of Non-Collusion and Non-Discrimination
3. Client Reference List
4. Debarment and Suspension Certification
5. Instructions for Entering Electronic Bids
6. W-9 Request for Taxpayer Identification Number and Certification

**A. SUMMARY**

The City of Carson (“City”) requests bids for the purchase of three (3) new/unused Ford trucks. One (1) new/unused 2023/2024 Ford F-550 truck, and one (1) new/unused 2023/2024 Ford F-350 truck, and one (1) new/unused 2023/2024 Ford F-150 XLT, as specified in the Project Scope and Specifications.

The City of Carson reserves the right to make changes in this IFB as it may deem appropriate. Any and all changes in the IFB will be made by written addendum, which will be issued via PlanetBids. No oral changes will be permitted. Addendum issued during the bid process shall become a part of the original bid. All bids must be submitted by the date and time established for the opening of bids. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No bid may be withdrawn for a period of ninety (90) days once bids have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a Purchase Agreement has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled bid opening date.

The City reserves the right to reject any and all bids received or any parts therein, and to be the sole judge of the merits of each bid received.

**B. SPECIFIC BID REQUIREMENTS**

All bids in response to this Invitation must be submitted electronically on PlanetBids no later than the due date and time. Please allow sufficient time to prepare, scan and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of bid after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids. Faxed, emailed, or delivered bids will not be accepted.

Bidders will be required to complete “item” fields in PlanetBids that include description, quantity, and price. In addition to completing all required fields in PlanetBids, bidders will be required to upload the following supplemental documents. Each supplemental document must be numbered in accordance with the following table.

<b>Required Bid Sections and Documents</b>		
1	<b>Company Certification and Personnel Verification</b> Certification, on company letterhead that the person submitting the bid is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement	Required

2	<b>Client Reference List</b> Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 3 years (download from PlanetBids)	Required
3	<b>Subcontractor List</b> (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor	Required if Applicable
4	<b>Modification, Changes or Exceptions to the City Purchase Agreement</b> Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing	Required if Applicable
5	<b>Cost</b> Include all pricing information relative to the engagement	Required
6	<b>Affidavit of Non-Collusion and Non-Discrimination</b> (download from PlanetBids)	Required
7	<b>Affidavit of Non-Federal Lobbyist Requirements</b> (download from PlanetBids)	Required
8	<b>Debarment and Suspension Certificate</b> (download from PlanetBids)	Required

Every document uploaded to PlanetBids must include bidder name and City's Invitation for Bids number **IFB 23-13**

**C. QUESTIONS AND ADDENDUMS**

All project scope questions must be posted to PlanetBids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to PlanetBids by five (5) days prior to the bid deadline for all interested bidders to review.

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to PlanetBids no later than five (5) days prior to the bid deadline. The City reserves the right to extend the bid deadline.

Type of Question	Contact	Contact Info
Those related to the Project	PlanetBids	Post directly to PlanetBids
Use of PlanetBids	PlanetBids	(818) 992-1771
City's Purchasing Process	Shelly Root, Senior Buyer	<a href="mailto:sroot@carsonca.gov">sroot@carsonca.gov</a>

**D. BIDDER QUALIFICATIONS**

Bidders who do not meet the minimum qualifications will be disqualified.

Awarded contractor and subcontractors (if applicable) must pay the City’s business license tax and submit required insurance documents prior to execution of the contract.

**E. PROJECT LOCATION & SCHEDULE**

Vehicles shall come with California State exempt license plates and registration.

Completed and ready for use vehicles shall be licensed and delivered with a full tank of fuel to:

Vehicle Delivery Address:

City of Carson – Receiving Warehouse  
8620 S. Broadway, Building B,  
Carson, CA 90248

Delivery Hours: Call to schedule delivery date and time

Anticipated Project Schedule:

Award of Contract	<b>TBD</b>
Contract Execution & Notice to Proceed	<b>TBD</b>
Begin Engagement	<b>TBD</b>
Complete Engagement	<b>TBD</b>

**F. OTHER REQUIREMENTS**

The City’s form contract is required (reference Purchase Agreement). Specific requirements are outlined in the form agreement.

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included on the Subcontractor List, or a substitution has been approved in writing by the City’s Contracting Officer in advance of any scheduled or actual work.

All materials and equipment supplied to the City shall be new and unused, not precluding the use of recycled materials. All equipment must comply with all Occupational Safety and Health Act (OSHA) requirements. Items not meeting OSHA specifications will be refused.

**G. PRICING**

Contractors shall provide everything necessary, at their own expense including, but not limited to labor, prep work, materials, supplies, parts, tools, and equipment required to perform and complete the required work; and to dispose of existing materials.

The lump sum bid price must include all necessary labor, parts, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded Contractor’s sole expense. Federal taxes must not be included, as the City is

exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include pricing for Unforeseen Work.

1. Labor rates for additional work authorized by the City's Contract Officer must be fully loaded; including labor, tools, and equipment. Trip charges must be a flat rate for round trip costs per day, per job. Minimum dollar

#### **H. BID OPENING, DOCUMENT REVIEW AND AWARD OF CONTRACT**

All bids will be opened publicly by the Office of the City Clerk, via PlanetBids, on the date and time noted on the Notice of Invitation for Bids. Bid results will be posted to PlanetBids once the bids have been reviewed for responsiveness. Bid results will not be given out via telephone, or facsimile. Bid documents must be submitted on time and meet the minimum requirements outlined above to be reviewed by City staff including the Project Manager.

Once the bid is finalized, a Notice of Intent to Award an email confirmation will be sent to all participants of this IFB.

Bid protest procedures may be obtained from Purchasing. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

No contract exists until the City Council has made the award, and the contract has been fully executed.

**PROJECT SCOPE AND SPECIFICATIONS**  
**IFB 23-13**  
**2023/2024 FORD F-550 TRUCK AND 2023/2024 FORD F-350 TRUCK AND 2023/2024 FORD F-150 TRUCK**

**TABLE A: Specifications**

**2023/2024 FORD F-550 XLT Cab Chassis 4x4**

	<b>MINIMUM SPECIFICATIONS</b>	Note that City will defer to the manufacturer's up-to-date specifications in the event there is a conflict with these specifications.
		If Bidder desires any variations to these specifications, send a written request by the questionnaire deadline.
		Bidder acknowledges receipt and understanding of all bid specifications, terms, and conditions, and submits its bid in accordance with them.
	<b>DESTINATION &amp; DELIVERY:</b>	Delivery and offload to FOB 18601 S. Main Street, Carson, CA 90248
		All documents (i.e., delivery slips) will be furnished at the time of vehicle delivery and must be signed by an authorized person receiving the delivery.
		Delivery Required by 60 calendar days after receipt of City's purchase order. City will consider allowing additional days due to force majeure (beyond the dealer's ability to control) if factory production has caused the delay. In such cases, dealer must provide written proof from the factory stating the reason for the delay and when delivery should be expected. Bidders should advise the Purchasing Manager prior to the bid deadline of any expected delays that might exceed the aforementioned delivery time requirement.
		Any delays in delivery date as required herein shall be immediately reported in writing to the Purchasing Manager.
	<b>LEGAL REQUIREMENTS:</b>	Must meet current State of California and Federal Standards for safety, emissions, and noise. 50 State Emissions
	<b>EXEMPTIONS:</b>	Federal Excise Tax
	<b>ADDITIONAL UNITS:</b>	City may purchase additional units for up to one year for the same model year at same price based on model availability.
	<b>WARRANTY:</b>	Manufacturer's standard warranty.
	<b>DESCRIPTION:</b>	2023/2024 new/unused Ford F-550 XLT Cab Chassis 4x4 F550 4X4 CHASSIS CAB DRW/205, 205 Inch Wheel Base, Preferred Equipment PKG 660A, XL Trim, Air Conditioning – CFC Free, AM/FM Stereo/MP3/CLK, Payload Plus Package Upgrade, 19500#GVWR Package
	<b>ENGINE:</b>	7.3L PFI V8
	<b>TRANSMISSION:</b>	TorqShift 10-Speed Automatic with SelectShift
	<b>WHEELS:</b>	19.5" X 6 Argent Painted Steel (DRW)
	<b>TIRES:</b>	225/70Rx19.5 BSW A/P, Spare Tire and Wheel
		State of California Tire Fee
	<b>PRIMARY PAINT:</b>	Oxford White
	<b>PAINT SCHEME:</b>	Standard Paint
	<b>SEAT TYPE:</b>	Front, Vinyl 40/20/40 split bench seat with center armrest, Medium Dark Slate, cupholder and storage
	<b>AXLE:</b>	4.88 Ratio Limited Slip Axle, mono-beam front axle with coil spring suspension. 40 Gallon aft-axle fuel tank
	<b>KEYS:</b>	Total of five (5) individual preprogrammed metal keys and/or Factory Key Fobs (3 per vehicle)
	<b>MANUALS:</b>	(2) Major Shop Repair Manuals r CD/ROM Format of Online Subscription
		(2) Emissions Diagnosis and Repair
		Manuals/Media are per Contract, NOT per vehicle
		Items Not Listed Above But Considered Standard to this Model Shall Be Included.
	<b>ADDITIONAL EQUIPMENT:</b>	16'4"X8' Flat Bed Painted Black, 50" High Hardwood Gates, Stainless Steel Post, 60"L X 18"D X 18"h Hunder-Body Box, Painted Royal Black -Mount in Middle Not Flush with Bulkhead, Lift Gate-1 Palfinger LG Model PLR-s5D, 2500 Capacity Steel Platform 48"X80" 1-Step Dock Bumper & 16" Rubber Bumpers & 2" Receiver Hitch, Payload Plus Package Upgrade, Tow Package, Mount Stop Lamp, Jack, 410 AMP Alternator, Exterior Backup Alarm, Dual Battery, Rear View Camera & Prep Kit, Front License Plate Bracket, Platform Running Boards, Skid Plates, 120V/400W Outlet, Center High
	<b>REGISTRATION:</b>	State of Motor Vehicles Registration (DMV)
		<b>END OF 2023/2024 FORD F-550 SPECIFICATIONS</b>

**TABLE B: SPECIFICATIONS  
2023/2024 FORD F-350 4x4**

	<b>MINIMUM SPECIFICATIONS</b>	Note that City will defer to the manufacturer's up-to-date specifications in the event there is a conflict with these specifications.
		If Bidder desires any variations to these specifications, send a written request by the questionnaire deadline.
		Bidder acknowledges receipt and understanding of all bid specifications, terms, and conditions, and submits its bid in accordance with them.
	<b>DESTINATION &amp; DELIVERY:</b>	Delivery and offload to FOB 18601 S. Main Street, Carson, CA 90248
		Delivery Required by 60 calendar days after receipt of City's purchase order. City will consider allowing additional days due to force majeure (beyond the dealer's ability to control) if factory production has caused the delay. In such cases, dealer must provide written proof from the factory stating the reason for the delay and when delivery should be expected. Bidders should advise the Purchasing Manager prior to the bid deadline of any expected delays that might exceed the aforementioned delivery time requirement.
		Any delays in delivery date as required herein shall be immediately reported in writing to the Purchasing Manager.
	<b>LEGAL REQUIREMENTS:</b>	Must meet all applicable legal (Federal and California) requirements, 50 State Emissions
	<b>EXEMPTIONS:</b>	Federal Excise Tax
	<b>ADDITIONAL UNITS:</b>	City may purchase additional units for up to one year for the same model year at same price based on model availability.
	<b>WARRANTY:</b>	Manufacturer's standard warranty.
	<b>DESCRIPTION:</b>	2023/2024 new/unused Super Duty F-350 4X4 Crew Cab F350 4X4 CREW CAB PU DRW/176, 176 Inch Wheel Base, Preferred Equipment Pkg. 632A, XLT Trim, AM/FM Stereo MP3/CLK, 14000# GVWR Package
	<b>ENGINE:</b>	7.3L 2V DEVCT NA PFI V8
	<b>TRANSMISSION:</b>	TorqShift 10-speed Automatic with Selectable Drive Modes
	<b>WHEELS:</b>	17" Argent-Painted Steel
	<b>TIRES:</b>	LT245/75x17E BSW A/S; spare tire
	<b>PRIMARY PAINT:</b>	Oxford White
	<b>PAINT SCHEME:</b>	Standard Paint
	<b>SEAT TYPE:</b>	Front, Cloth 40/20/40 Split Bench Medium Dark Slate
	<b>AXLE RATION:</b>	4X4 Mono-beam front axle with coil spring suspension, 4.30 Ratio Limited Slip Axle
	<b>KEYS:</b>	Keys and Factory Fobs (3 per vehicle)
	<b>MANUALS:</b>	(2) Major Shop Repair Manuals r CD/ROM Format of Online Subscription
		(2) Emissions Diagnosis and Repair
		Manuals/Media are per Contract, NOT per vehicle
		Items Not Listed Above But Considered Standard to this Model Shall Be Included.
	<b>ADDITIONAL EQUIPMENT:</b>	Front License Plate Bracket, All weather mats without carpet, Carpet Delete, 4X4 off-Road Package, Skid Plates, Platform Running Boards, Reverse Sensing, Blind Spot, 360 Degree Camera, LED Box Lightening, Tow Technology Package, Powerscope Trailer Tow Mirror, Jack, CSTMR Trl Cam *CSTMR Inst Accy, LED Box Lightening, Exterior Backup Alarm, Tough Bed Spray In Bedliner, 360-Degree Camera Package, BLIS (Blind Spot Info System), Reverse Sensing System Tool Boxes for truck bed: Adrian Steel – 1 double lid crossbox (Part #AD200, Height 12.5 in, Width 70", Depth 20 in), 2 Side boxes (Part #AD302, Height 12", Width 64", Depth 9")
	<b>REGISTRATION:</b>	State of Motor Vehicles Registration (DMV)
		<b>END OF 2023/2024 FORD F-350 SPECIFICATIONS</b>



**Table C: Specifications  
2023/2024 FORD F-150 XLT 4X4 – 8-foot Box Bed**

	<b>MINIMUM SPECIFICATIONS</b>	Note that City will defer to the manufacturer’s up-to-date specifications in the event there is a conflict with these specifications.
		If Bidder desires any variations to these specifications, send a written request by the questionnaire deadline.
		Bidder acknowledges receipt and understanding of all bid specifications, terms, and conditions, and submits its bid in accordance with them.
	<b>DELIVERY:</b>	Delivery and offload to FOB 18601 S. Main Street, Carson, CA 90248
		All documents (i.e., delivery slips) will be furnished at the time of vehicle delivery and must be signed by an authorized person receiving the delivery.
		Delivery Required by 60 calendar days after receipt of City’s purchase order. City will consider allowing additional days due to force majeure (beyond the dealer’s ability to control) if factory production has caused the delay. In such cases, dealer must provide written proof from the factory stating the reason for the delay and when delivery should be expected. Bidders should advise the Purchasing Manager prior to the bid deadline of any expected delays that might exceed the aforementioned delivery time requirement.
		Any delays in delivery date as required herein shall be immediately reported in writing to the Purchasing Manager.
	<b>LEGAL REQUIREMENTS:</b>	Must meet current State of California and Federal Standards for safety, emissions, and noise.
	<b>EXEMPTIONS:</b>	Federal Excise Tax
	<b>ADDITIONAL UNITS:</b>	City may purchase additional units for up to one year for the same model year at same price based on model availability.
	<b>WARRANTY:</b>	Manufacturer’s standard warranty.
	<b>DESCRIPTION:</b>	2023/2024 new/unused Ford F-150 XLT 4x4 – 8-foot Box Bed
	<b>ENGINE:</b>	5.0 V8 with Auto Start Technology and Flex Fuel Capability
	<b>TRANSMISSION:</b>	Electronic 10-speed Automatic Transmission
	<b>WHEELS:</b>	17-inch Silver Steel Wheels
	<b>TIRES:</b>	265/70 R17 BSW All-Terrain (4x4)
	<b>PRIMARY PAINT:</b>	Oxford White
	<b>PAINT SCHEME:</b>	Standard
	<b>SEAT TYPE:</b>	Front 40/20/40, Cloth split bench seat,-inc: center armrest, cupholder, storage and driver’s side manual lumbar.
	<b>REAR AXLE RATIO:</b>	3.31 non-limited slip axle ration
	<b>KEYS:</b>	Total of five (5) individual preprogrammed metal keys and/or Factory Key Fobs (3 per vehicle)
	<b>MANUALS:</b>	(2) Major Shop Repair Manuals r CD/ROM Format of Online Subscription (2) Emissions Diagnosis and Repair Manuals/Media are per Contract, NOT per vehicle Items Not Listed Above But Considered Standard to this Model Shall Be Included.
	<b>ADDITIONAL EQUIPMENT:</b>	Bed liner – tough bed spray-in Floor Liner – Tray Style Front Plate License Plate Bracket Trailer Tow Package
		State of Motor Vehicles Registration (DMV)
	<b>REGISTRATION:</b>	State of Motor Vehicles Registration (DMV)
		<b>END OF 2023/2024 F-150 XLT 4X4 SPECIFICATIONS</b>

**TABLE A1: COST SHEET**

One (1) 2023/2024 NEW/UNUSED FORD F-550 4X4	
Ford F-550 (1)	\$
California Sales Tax (LA County)	\$
DMV Documenting Fees	\$
Delivery Fees	\$
Additional Fees Specify:	\$
TOTAL AMOUNT	\$

**TABLE B1: COST SHEET**

One (1) 2023/2024 NEW/UNUSED FORD F-350 4X4	
Ford F-350	\$
California Sales Tax (LA County)	\$
DMV Documenting Fees	\$
Delivery Fees	\$
Additional Fees Specify:	\$
TOTAL AMOUNT	\$

**TABLE C: COST SHEET**

One (1) 2023/2024 NEW/UNUSED FORD F-150 XLT 4X4 – 8-Foot Bed Box	
Ford F-150	\$
California Sales Tax (LA County)	\$
DMV Documenting Fees	\$
Delivery Fees	\$
Additional Fees Specify:	\$
TOTAL AMOUNT	\$

**THE FOLLOWING PAGES CONTAIN THE CITY'S PURCHASE AGREEMENT  
TEMPLATE. AND IS FOR REFERENCE ONLY,**

**NOT TO BE COMPLETED BY PROSPECTIVE BIDDERS.**

**PURCHASE AGREEMENT**

**By and Between**

**CITY OF CARSON**

**And**

**[Name of Contractor]**

**PURCHASE AGREEMENT  
BY AND BETWEEN  
THE CITY OF CARSON AND**

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**THIS PURCHASE AGREEMENT** (“Agreement”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the CITY OF CARSON, a California municipal corporation (“City”), and \_\_\_\_\_, a \_\_\_\_\_ (“Seller”). City and Seller may be referred to, sometimes individually or collectively, as “Party” or “Parties.”

**1. Purchase and Sale of Goods.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the \_\_\_\_\_ described herein and specified in Exhibit “A” attached hereto and incorporated herein by this reference (“Goods”), for the total purchase price ("Purchase Price") set forth in Section 3.

**2. Description of Goods.** The Goods being sold by Seller to City consists of the \_\_\_\_\_, as described herein and as specified in Exhibit “A.”

**3. Purchase Price.** The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery is not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as provided in further detail in Exhibit “A.”

**4. Term.** The term of this Agreement shall expire after City’s acceptance of the Goods and City’s payment therefor following Seller’s submission of the requisite invoice, and subject to the any applicable warranty of the Goods.

**5. Representations and Warranties of Seller.** Seller makes the following representations and warranties to City:

**5.1. Authority and Consents.** Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

**5.2. Title and Operating Condition.** Seller has good and marketable title to the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Goods are in conformity with the manufacturer’s specifications, descriptions, representations and warranties. Seller is aware that City is purchasing the Goods for use in City’s operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

**6. Time of Delivery.** The date and time of delivery of the Goods shall be no later than \_\_\_\_\_ days following issuance of a Notice to Proceed by City's Contract Officer, or as otherwise requested by the City, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm. City will provide Seller with a scheduled delivery date for the site listed in Section 7.

**7. Place of Delivery.** The Goods shall be delivered to \_\_\_\_\_.

**8. Title and Risk of Loss; Payment and Invoicing.** Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods.

**9. Inspection.** After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

**10. No Replacements or Cures.** This Agreement calls for strict compliance. Seller expressly agrees that both the Goods tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

**11. Insurance Coverages.**

**11.1 Types of Coverages.** Seller shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

**(a) Commercial General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

**(b) Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Seller against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker

employed by or any persons retained by Seller in the course of carrying out the work or services contemplated in this Agreement.

**(c) Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

**(d) Subcontractors.** Seller shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**(e) Broader Coverages and Higher Limits.** Notwithstanding anything else herein to the contrary, if Seller maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Seller.

**11.2 General Insurance Requirements.** All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Seller's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

**12. Indemnification.** Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable

attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (i) arising out of or from the Goods or delivery of the Goods, and (ii) to the extent arising from (a) Seller's negligent acts, omissions or willful misconduct, (b) Seller's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

**13. Remedies.** The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.

**14. Survival of Representations and Warranties.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

**15. Assignment.** This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it and their respective heirs, legal representatives, successors and assigns. All Goods manufacturer's warranties shall be assigned to and turned over to the City.

**16. Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

**17. Entire Agreement: Modification: Waiver.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

**18. Contract Officer.** \_\_\_\_\_, \_\_\_\_\_, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").

**19. Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service



if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To City at: City of Carson  
701 East Carson Street  
Carson, CA 90745  
Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

**20. Effects of Headings.** The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

**21. Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed the same as original signatures.

**22. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

**23. Termination.** City may terminate this Agreement for any reason whatsoever, prior to delivery of the Goods and City's payment of the Purchase Price therefor as set forth herein.

**24. Venue.** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed in on the day and year first above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

**SELLER:**

\_\_\_\_\_

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

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

**Two corporate officer signatures required when Seller is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. SELLER’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SELLER’S BUSINESS ENTITY.**



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  <div style="text-align: center; border-bottom: 1px solid black;">TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____  <b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	TITLE OR TYPE OF DOCUMENT  _____ NUMBER OF PAGES  _____ DATE OF DOCUMENT  _____ SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT A**  
**DESCRIPTION OF GOODS AND PRICING**