



CITY OF CARSON, CALIFORNIA
701 E. Carson Street, Carson CA 90745

INVITATION FOR BIDS IFB 23-06

**PURCHASE OF FOUR (4)
NEW 2023 CHEVROLET COLORADO TRUCKS**

ISSUED: 03/23/23

| | |
|--|---------------------|
| Mandatory Pre-Bid Conference/Job Walk: | N/A |
| Written Questions Due: | 03/30/23 02:00 PM |
| Bid Due Date: | 04/13/23 03:00 PM |

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Carson to reject any proposal that is received late.

1) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

INVITATION FOR BIDS IFB 23-02

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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

A. SUMMARY

The City of Carson ("City") requests bids for the purchase of four (4) new/unused 2023 Chevrolet Colorado trucks. Specifications and delivery locations are listed in Project Scope and Specifications.

The City of Carson reserves the right to make changes in the Invitation for Bid as it may deem appropriate. Any and all changes in the Invitation for Bid shall be made by written addendum, which shall be issued to all prospective bidders who have been issued or obtained a copy of the Invitation for Bid. No oral changes will be permitted. Addendum issued during the bid process shall become a part of the original bid. All request for bids must be submitted by the date and time established for the opening of bids. Bids submitted after the date and time established for the opening of Invitation of Bids will be returned unopened to the sender. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

A bid may be withdrawn prior to the opening of bids without prejudice upon written request to the Purchasing Office. No bid may be withdrawn for a period of ninety (90) days once bids have been opened by the Purchasing Manager.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 written purchase contract 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 - NOT REQUIRED FOR THIS IFB

| | |
|---|------------|
| Pre-bid conference or job walk mandatory: | NO |
| Pre-bid conference or job walk time: | N/A |
| Pre-bid conference or job walk location: | N/A |

Pre-bid conferences are held for the purpose of answering bidder questions. If a pre-bid conference or job walk is mandatory, then the City will not accept bids from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available. Bidders are to meet at the following location, if applicable:

All bids in response to this Invitation must be submitted electronically on Planet Bids 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 Planet Bids must be directed to Planet Bids. Faxed, emailed, or delivered bids will not be accepted.

The City's Planet Bids portal:

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

Bid documents due: 04/13/23 | 03:00 PM

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

| Required Proposal Sections and Documents | | |
|--|--|------------------------|
| 1 | Company Certification and Personnel Verification Certification, on company letterhead that the person submitting the proposal 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 | Client Reference List 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 | Subcontractor List (if applicable) Include the subcontractor’s qualifications and the nature and extent of work to be performed by each subcontractor | Required if Applicable |
| 4 | Modification, Changes or Exceptions to the Purchase Agreement Sample Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing in | Required if Applicable |
| 5 | Cost Proposal Include all pricing information relative to the engagement | Required |
| 6 | Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids) | Required |
| 7 | Affidavit of Non-Federal Lobbyist Requirements (download from PlanetBids) | Required |
| 8 | Debarment and Suspension Certificate (download from PlanetBids) | Required |

Every document uploaded to Planet Bids must include bidder name and City’s Invitation for Bids number **IFB 23-06**.

C. QUESTIONS AND ADDENDUMS

All project scope questions must be posted to Planet Bids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to Planet Bids by 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 Planet Bids no later than 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 | Planet Bids | Post directly to Planet Bids |
| Use of Planet Bids | Planet Bids | (818) 992-1771 |
| City's Purchasing Process | Shelly Root, Senior Buyer | sroot@carsonca.gov |

Bidders shall not contact other City employees or elected officials during the bidding process.

D. BID SECURITY

The City reserves the right to require bid security. If required, a scan of the bid bond must be uploaded to Planet Bids, as part of the required supplemental documents. The City reserves the right to require original bid bond documents to be submitted under separate cover following the bid deadline.

Bid Security Required: NO
Amount, if applicable: N/A

E. BIDDER QUALIFICATIONS

For projects that are a Public Work or Maintenance as defined by California Public Contract Code § 22002, bidders must meet the following minimum qualifications.

1. Contractor and any subcontractors must possess valid California Contractor licenses for the work required by this job; and have qualified personnel who have prerequisite knowledge and experience to perform the required work, and are legally able to do so.
2. Contractor and any subcontractors must have workers compensation insurance.
3. Contractor and any subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. Prevailing wages must be paid, as established by the DIR for the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information. Certified payrolls must be submitted to the DIR online portal.

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.

F. PROJECT LOCATION & SCHEDULE

Vehicles shall come with both 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
18620 S. Broadway, Building A
Carson, CA 90248
Delivery Hours: 7:00 AM-4:00 PM

Anticipated Project Schedule:

| | |
|--|------------|
| Award of Contract | TBD |
| Contract Execution & Notice to Proceed | TBD |
| Begin Engagement | TBD |
| Complete Engagement | TBD |

G. OTHER REQUIREMENTS

The City's form contract is required (see Purchase Agreement). Specific requirements are outlined in the form contract.

Prevailing Wages Required: **NO**
Performance Bond Required: **N/A**

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.

H. 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.
2. Trip charges must be a flat rate for round trip costs per day, per job.
3. Minimum dollar amount for Contractor to come onsite to perform work. Once the actual costs incurred exceed the minimum, the above rates will apply instead of the minimum and not in addition to it.
4. Rentals must be the Contractor's actual cost plus a fixed markup percentage.
5. Materials must be the Contractor's actual cost plus a fixed markup percentage, plus sales tax if applicable.

I. BID OPENING, DOCUMENT REVIEW AND AWARD OF CONTRACT

All bids will be opened publicly by the Office of the City Clerk, via Planet Bids, on the date and time noted on the Notice of Invitation for Bids. Bid results will be posted to Planet Bids 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 will be posted to Planet Bids and an email confirmation sent to all participants of the Invitation for Bid.

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 written contract has been fully executed.

PROJECT SCOPE AND SPECIFICATIONS
IFB 23-06
PURCHASE OF FOUR (4) NEW 2023 CHEVROLET COLORADO TRUCKS

Origin of Manufacture, Nearest Authorized Warranty Service Center City, State,

Miles to City of Carson _____

Are you able to deliver on or before 60 days after receipt of order? _____

(We are seeking the best expedited delivery date you can make)

FOB: _____ DESTINATION Free On Board Destination. You retain title until delivered and accepted even when City pays for shipping.

Discount for Payment in 20 Days: _____%

Payment Terms: _____ Net 30

Please complete this bid and spec sheet. Write bidder company name here:

Scope Introduction and Use: This specification describes 1 (one) 2023 model year or newer mid-sized Pick-up, crew cab, 4wd short bed

The 2023 Chevrolet Colorado 4wd Crew Cab, Short Box LT is an example of what the City of Carson's Fleet Division determines to be equivalent to the requested specifications

VEHICLES THAT WOULD SATISFY THE CITY OF CARSON'S FLEET DIVISION'S CLASSIFICATIONS OF MID-SIZED CREW CAB PICK-UP TRUCK ARE:

New/Unused 2023 Chevrolet Colorado

This equipment will be used by the City of Carson's Landscape Building Maintenance Division.

TABLE A: SPECIFICATIONS**2023 NEW/UNUSED CHEVROLET COLORADO TRUCK**

| No. | SPECIFICATION | Check YES Complies | Check NO does NOT Comply | Explain Deviation if Specification does NOT Comply |
|-----|---|-----------------------|-----------------------------|--|
| | POWERTRAIN/MECHANICAL: | | | |
| 1 | Must Have 2.7L Turbo Engine | | | |
| 2 | Must Have 8 Speed Automatic Transmission | | | |
| 3 | Must have 6,000 GVWR or equivalent | | | |
| 4 | Four Wheel Drive | | | |
| 5 | Fully Boxed Frame | | | |
| 6 | Pickup Box | | | |
| 7 | 4-Wheel Antilock Disk Brakes | | | |
| 8 | Must have Interior Jet Black, Cloth Seat Trim or equivalent | | | |
| 9 | AM/FM Stereo With Bluetooth | | | |
| 10 | Microphones Driver And Passenger Sides | | | |
| 11 | Wi-Fi Hotspot Capable | | | |
| 12 | Must have Front Bucket Seats or equivalent | | | |
| 13 | 6 – Way Manual Driver Seat | | | |
| 14 | 4 – Way Manual Front Passenger Seat | | | |
| 15 | Rear Folding Bench Seat | | | |
| 16 | Must have Front Center Console or equivalent | | | |
| 17 | Carpeted Floor Covering | | | |
| 18 | Must have Front & Rear Floor Mats | | | |
| 19 | Leather Wrapped Steering Wheel | | | |
| 20 | Manual Tilt Steering Column | | | |
| 21 | Steering Wheel Mounted Controls | | | |
| 22 | Must have Power Windows | | | |
| 23 | Must have Cruise Control | | | |
| 24 | Must have Power Door Locks | | | |
| 25 | Remote Keyless Entry | | | |
| 26 | Electrical Theft Deterrent | | | |
| 27 | Theft Deterrent Unauthorized Entry System | | | |
| 28 | Front USB Ports | | | |
| 29 | Chrome Interior Door Handle | | | |
| 30 | Inside Rearview Auto Dimming Mirror | | | |
| 31 | Driver And Front Passenger Visor With Illuminated Mirrors | | | |
| 32 | Must have Exterior Summit White paint or equivalent | | | |
| 33 | 17” Metallic Aluminum Wheels | | | |
| 34 | Must have 17” Blackwall All-Season Tires or equivalent | | | |
| 35 | Must have 18” Spare Wheel or equivalent | | | |
| 36 | 18” All-Season Spare Tire | | | |
| 37 | Body Color Rear Bumper | | | |
| 38 | Must Have Corner Step Rear Bumper or equivalent | | | |

| | | | | |
|----|---|--|--|--|
| 39 | Cab Mounted Cargo Area Lamps | | | |
| 40 | Body Color Power Outside Mirrors | | | |
| 41 | Body Color Door Handles | | | |
| 42 | Capless Fuel Fill | | | |
| 43 | Remote Locking Tailgate | | | |
| 44 | Must have Bed Guard Package or equivalent | | | |
| 45 | Must have Rubber Bed Mat or liner or equivalent | | | |
| 46 | Must have Tailgate Liner or equivalent | | | |
| 47 | Must have Daytime Running Lamps | | | |
| 48 | Rear Vision Camera | | | |
| 49 | Tire Pressure Monitoring System | | | |
| 50 | Must have Tire Fill Alert | | | |
| 51 | Must Have Tow Package | | | |
| 52 | Must Have 4 Key Sets/Key Fobs | | | |
| | | | | |
| | REGISTRATION: State of California Department of Motor Vehicle Registration | | | |
| | DELIVERY: Delivery and offload to FOB 18620 S. Broadway, Building A, Carson, CA 90748. Delivery Hours: Monday – Thursday ONLY 07:00 AM – 04:00 PM | | | |
| | TOTAL FOR ONE (1) 2023 NEW/UNUSED CHEVROLET COLORADO TRUCK | | | |
| | TOTAL FOR FOUR (4) 2023 NEW/UNUSED CHEVROLET COLORADO TRUCKS | | | |

| Qty | SPECIFICATIONS | Unit Price | Extended |
|-----|---|------------|----------|
| 4 | Manufacturer _____ Model _____ Model Year _____ Warranty _____ | | |
| | Delivery Charges | | |
| | Sales tax @ 10.25% | | |
| | Total of all charges | | |

Please complete this bid and spec sheet. Write bidder company name here:

“Registered Proposer Information Sheet”

1. Complete this form (print or type your information).

| | |
|------------------------------------|---|
| _____ Company Name | _____ Signature of Authorized Representative |
| _____ Name of Proposer | _____ Name & Title (please print) |
| _____ Address | _____ E-Mail Address |
| _____ Telephone Number | _____ Date |
| _____ Facsimile Number | _____ Web Page Address |
| _____ Contractor License Number | _____ Expiration Date |

PURCHASE AGREEMENT

By and Between

CITY OF CARSON

And

[Name of Contractor]

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

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 R. 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 document.

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.

| CAPACITY CLAIMED BY SIGNER | DESCRIPTION OF ATTACHED DOCUMENT |
|--|----------------------------------|
| <input type="checkbox"/> INDIVIDUAL | |
| <input type="checkbox"/> CORPORATE OFFICER | |
| _____ | _____ |
| TITLE(S) | TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED | |
| <input type="checkbox"/> GENERAL | |
| <input type="checkbox"/> ATTORNEY-IN-FACT | _____ |
| <input type="checkbox"/> TRUSTEE(S) | NUMBER OF PAGES |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR | |
| <input type="checkbox"/> OTHER _____ | _____ |
| _____ | DATE OF DOCUMENT |
| _____ | |
| SIGNER IS REPRESENTING: | _____ |
| (NAME OF PERSON(S) OR ENTITY(IES)) | SIGNER(S) OTHER THAN NAMED ABOVE |
| _____ | |
| _____ | |

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 document.

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.

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| CAPACITY CLAIMED BY SIGNER | | DESCRIPTION OF ATTACHED DOCUMENT |
|------------------------------------|---|----------------------------------|
| <input type="checkbox"/> | INDIVIDUAL | |
| <input type="checkbox"/> | CORPORATE OFFICER | |
| | _____ | _____ |
| | TITLE(S) | TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> | PARTNER(S) <input type="checkbox"/> LIMITED | |
| | <input type="checkbox"/> GENERAL | |
| <input type="checkbox"/> | ATTORNEY-IN-FACT | |
| <input type="checkbox"/> | TRUSTEE(S) | NUMBER OF PAGES |
| <input type="checkbox"/> | GUARDIAN/CONSERVATOR | |
| <input type="checkbox"/> | OTHER _____ | DATE OF DOCUMENT |
| _____ | _____ | |
| _____ | _____ | |
| SIGNER IS REPRESENTING: | | |
| (NAME OF PERSON(S) OR ENTITY(IES)) | | SIGNER(S) OTHER THAN NAMED ABOVE |
| _____ | | |
| _____ | | |

EXHIBIT A

DESCRIPTION OF GOODS AND PRICING