



Notice Inviting Bids

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

BID No. B2021-30

Bid to Furnish and Install New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits

BID SUBMITTAL INFORMATION

Bids may be mailed or hand delivered. No faxed bids will be accepted.

Late bids will not be accepted. No Exceptions.

**Location: Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503**

Date: Wednesday, September 22, 2021

Time Deadline: 3:00 p.m. Local (Pacific) Time

Bidders may attend the bid opening via conference call at 3:10 p.m. To obtain the conference number please contact City Clerk's office at (310) 618-2870. No bidders will physically be allowed at the bid opening.

An original plus two (2) copies sealed in an envelope and marked with the bid number and title must be submitted by the deadline. Your bid submittal must include the following:

- Vendor's Response (Section III of this document) on the forms provided. If additional space is required, please attach additional pages.
- Bidders Affidavit (Attachment 1)

Prior to the issuance of a purchase order, the awarded vendor must provide the Purchasing Division the following:

- Proof of insurance and applicable bonds, as indicated in the terms and conditions of this bid document.
- A City of Torrance Business License if your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.

Notice of Mandatory Pre-Bid Meeting:

The City will conduct a mandatory briefing session for prospective vendors.

The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference.

**Location: Torrance City Yard
20500 Madrona Avenue
Torrance, CA 90503**

Date: Wednesday, August 25, 2021

Time: 10:00 a.m. Local (Pacific) Time

Questions Regarding this Notice Inviting Bids Must Be Submitted in the Form of an E-mail

- Your E-mail must include the bid number and bid title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on **Wednesday, September 8, 2021**.
- Your questions should be directed to:

**Nina Schroeder
Sr. Business Manager
NSchroeder@TorranceCA.gov**

BID No. B2021-30

Bid to Furnish and Install New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits

SECTION I INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed bids will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on **Wednesday, September 22, 2021**, and will be opened and read aloud via conference call on the same date. To obtain the conference number please contact the City Clerk's office at (310) 618-2870. No bidders will physically be allowed at the bid opening. An original and two copies of the bid price submittal pages must be submitted in a sealed envelope and clearly marked: "Bid to Furnish and Install New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits, B2021-30".

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Description:

The City of Torrance is seeking qualified and licensed contractors to Furnish and Install New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits as per the plans provided by Southern California Edison and the City of Torrance.

Questions:

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual address as indicated on page 1 of this Notice Inviting Bids. Any verbal communications will not be considered as a submitted question. All questions received by the due date will be reviewed and if deemed necessary, a response will be provided as an addendum to this bid. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any bidder making such communications may be disqualified from consideration.

Mandatory Pre-Bid Meeting:

Vendors intending to bid on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-bid meeting. Vendors submitting bids without attending this conference will be disqualified. No exceptions will be allowed.

The pre-bid meeting will start at the location listed on page 1 of this Notice Inviting Bids. Late arrivals will not be allowed to participate. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their bid submittal.

Addenda will be issued by email to those who attended, and will be posted online. All addenda must be acknowledged. Failure to acknowledge addenda on the bid forms provided may render the proposal non-responsive and cause it to be rejected. It is the Bidder's sole responsibility to visit the project's website to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged by a bidder in its submitted form of Proposal. **If a bidder submits its Bidder's Submittal on forms other than the official Bidder's Submittal forms, the City may declare the bid as non-responsive.**

Definitions:

The following meanings are attached to the following defined words when used in these specifications and the purchase agreement. The word "City" means the City of Torrance, California. The word "Bidder" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.

The following meanings are attached to the following defined words when used in these specifications and purchase agreement. The word "purchase agreement", "contract", "purchase order", "blanket purchase order" means the contractual agreement between the vendor and the City of Torrance for the purchase of goods and/or services.

Bidders Examination of Requirements:

The bidder is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a bid will be considered prima facie evidence that the bidder has made such examination. Bidder must comply with all federal, state & local code.

Contractor's License: The City has determined the Successful Bidder must have a "B" General Contracting License issued by the State of California Department of Consumer Affairs Contractors State License Board.

Experience Clause:

Bidder, as the prime contractor, must have successfully completed at least three (3) projects of a similar size and scope within the last three (3) years. Bidder must have at least five (5) years' experience under current license (California State License Board), company registration (California Secretary of State). References must reflect this experience.

Permits and Other Licenses:

The Vendor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to completion of Work. No fee is charged for a permits issued by the City of Torrance for a City project. The Vendor shall obtain a City of Torrance Business License. To obtain a Torrance Business License please call 310-618-5923.

Bid Form:

The bid must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Bid to Furnish and Install New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits, B2021-30" and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the bid is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to purchase orders. A full business address, telephone (and fax number and email address if available) must be given. No telegraphic, fax or telephonic bid will be considered.

Blank spaces in the bid form must be filled in; using ink, indelible pencil, or typewriter, and the text of the bid form must not be changed. Your entries must be easy to read. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a bid will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the bid form over the signature of the Bidder.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening bids. Revisions and amendments, if any, will be announced by an addendum to this bid. If the revisions require additional time to enable bidders to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the bid. Failure to attach any addendum may render the bid non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any bid, and to be the sole judge of the relative merits of the material and or service mentioned in the respective bids received. The City reserves the right to reject any bid not accompanied with all data or information required.

This bid does not commit the City to award a purchase order or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the bid is genuine and not collusive or made in the interest or on behalf of any person not named in the bid, that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder. Any bid submitted without an affidavit or in violation of this requirement will be rejected.

Standards for Evaluation of Bids:

The City staff will use the following priorities, as well as pricing, in determining which bid best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

Bids will be rated according to their completeness and understanding of the City's needs, conformance to the requirements, prior experience with comparable bids, delivery, and cost (if applicable based on estimated annual usage).

All bid awards will take into consideration local Torrance vendor sales tax rebate of 1%.

Brand Names and Specification Appearance to a Certain Brand or Manufacturer:

Wherever brand, manufacturer, product name/numbers (or a specification that appear to be for a certain brand or manufacturer) are indicated in these specifications, they are included for the purpose of establishing a general type and quality of the product required, unless the description specifically says NO SUBSTITUTE. Bidder must bid a Manufacturer, manufacturer's model number and description along with a complete specification sheet for each item bid. Samples of alternative items being bid may be required. The City of Torrance will be the sole judge of the relative merits of comparative products bid.

Price:

Pricing is to remain firm for the duration of the purchase order. Pricing must be all inclusive. Pricing will be F.O.B. DESTINATION.

Equipment Guarantee:

All equipment furnished will be guaranteed by the vendor for a minimum period of one year against defects in design, material and workmanship. The warranty period will begin with acceptance of the equipment. Warranty repairs to correct discrepancies identified during this period will include labor and materials at no cost to the City. Any faulty equipment that, in the judgment of the City, is not reasonably repairable will be replaced by the vendor as a warranty action.

Errors and Omissions:

The Bidder will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Bidder's specifications submitted with its bid. Full instruction will always be given when errors or omissions are discovered.

The Purchase Agreement:

The bidder to whom the award is made will be issued a purchase order from the City of Torrance. By reference, a copy of the notice inviting Bids, these specifications and the terms and conditions, will be part of the purchase order. All materials or services supplied by the Vendor will conform to the applicable requirements of the City Charter, City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the

Vendor, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract/purchase order as a result of this Notice Inviting Bids, the City will notify all bidders of its intent to award. Results will be posted on the City of Torrance Web Site <https://www.torranceca.gov/government/city-clerk/request-for-proposals>

City of Torrance Bid Protest Procedures:

The City of Torrance Bid Protest Procedures may be found on the City of Torrance web site: <https://www.torranceca.gov/government/finance/purchasing-division/current-bids/bid-BID-protest-procedures>

Project Schedule and Timeline for Completion:

The project completion will be based on the proposed project timeline provided as part of Bid submittal requirements (refer to Section III- Bid Submittal). Once the timeline is agreed upon, the project will need to be completed within the timeframe after receipt of the Notice to Proceed issued by the City.

Liquidated Damages:

The Bidder agrees that failure to complete work within the time agreed upon between the City and the Bidder per the executed contract will result in damages being sustained by the City. Bidder and City agree that failure to complete the project will result in inconvenience to the citizens of Torrance and the City of Torrance and their customers using the affected areas. Such delay will also result in the necessity of several inspections each day to ensure that the project is properly progressing. The parties also agree that failure to complete the project on time will prevent the City from having the use of the facility. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that **five hundred dollars (\$500) per calendar day** is the minimum value of such costs to the City and is a reasonable amount that the Bidder agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

Execution of the purchase order under these specifications shall constitute agreement by the Bidder and the City that five hundred dollars (\$500) per calendar day is the minimum value of the costs and actual damage caused by failure of the Bidder to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Bidder if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

The Bidder will not be assessed liquidated damages for any delay in completion of the work when such delay was caused by the failure of the City or the owner of a utility to provide for removal or relocation of the existing utility facilities; provided, however, that the Bidder shall have given the City and the owner of a utility timely notice of the interference. "Timely notice" shall be defined as a verbal notice (to be followed up in writing) no later than one (1) hour after initial discovery of the interference unless the City Representative is present, in which case notice shall be given immediately in writing to the City Manager.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Bidders bid submittal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Patent Rights:

The Vendor agrees to save, keep, bear harmless, defend and fully indemnify the City and any of its officers or agency from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights of any person or persons in consequence of the use by the City, or by any of its officers or agent, or articles supplied under this contract any of which the Vendor is not the patentee or assignee, or which the Vendor is not lawfully entitled to sell.

Safety:

Safety is of the utmost concern, all personnel performing the job must be wearing the proper job-related safety wear and keep the work area clean and safety wear and keep the work area clean and safe at all times.

Prevailing Wage:

Pursuant to Section 1770, et seq., of the California Labor Code, the successful vendor must pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. These wage rates are available from the California Department of Relations' Internet website at <http://www.dir.ca.gov>

Contractor Registration with the Department of Industrial Relations (SB 854)

No contractor or subcontractor may be listed on a bid proposal or awarded a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Pursuant to Section 1771 and 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are attached and available from the California Department of Industrial Relations' internet site at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). For additional information and to register online go to <http://www.dir.ca.gov/Public-Works/Contractors.html>

Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this bid and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Bidder will perform such additional work as is necessary, as determined by the City, for the orderly filing of documents, and closing of project.

The selected Bidder will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90503

VENDOR: Will be determined upon award of contract/purchase order.

Independent Contractor:

The successful bidder is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Terms and Conditions: The following Terms and Conditions will be included in the awarded purchase order.

DEFINITIONS: The following meanings are attached to the following defined words when used in these terms and conditions and the purchase order. The word "City" means the City of Torrance, California. The word "Vendor" or "Contractor" means the person, firm, or corporation providing goods or services to the City.

The word "purchase order" means the contract, purchase order or blanket purchase order issued to the vendor by the City.

GOODS: The term "Goods" means the products, goods or other commodities purchased pursuant to the Purchase Order.

DESCRIPTION OF GOODS: The Vendor must produce and deliver the Goods in accordance with the specifications, and the shipping and quantity schedule set forth on the first page of the Purchase Order.

SUBSTITUTION: No substitution of Goods ordered will be made unless authorized by the Purchasing Division.

DELIVERY DATE: The Goods must be shipped and must arrive at the destination specified by the CITY in strict compliance with the shipping and quantity schedule set forth on the first page of this Purchase Order. Any failure by the Vendor to meet the Required Delivery Date (set forth on the first page of this Purchase Order) will constitute a material default. The Vendor must notify the CITY immediately if the Vendor reasonably believes that the Vendor will not be able to meet said Required Delivery Date for any reason. In addition, the Vendor must promptly provide the CITY with a schedule that the Vendor reasonably believes it will be able to meet.

FISCAL YEAR FUNDING: Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Vendor, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.

CANCELLATION: The CITY reserves the right to cancel any portion of this order with respect to Goods not delivered on or before the Required Delivery Date.

DELIVERY RISK OF LOSS: All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods will remain with the Vendor until the Goods have been delivered to and accepted by the CITY. All Goods will be received by the CITY subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The CITY will be allowed a reasonable period of time to inspect the Goods and to notify the Vendor of any nonconformance with the terms and conditions of this purchase order. The CITY may reject any Goods that do not conform to the terms and conditions of this purchase order; any Goods rejected may be returned to the Vendor at the Vendor's risk and expense. Further, where the CITY rightfully revokes acceptance, the CITY may, to the extent of any deficiency in its effective insurance coverage, treat the risk of loss as having rested on the Vendor from the date of the Vendor's acceptance of this purchase order.

INVOICES FOR GOODS: Two copies of the invoice must be mailed to the City of Torrance Finance Department not later than the day after shipment is made. Individual invoices must be issued for each

shipment against each purchase order. Invoices must contain the purchase order number, dated item(s) were shipped, description of Goods, unit price, quantities billed and extended totals. Payment will be made by the CITY in accordance with the terms specified on the first page of this Purchase Order. INVOICES FOR SERVICES: Two copies of invoices must be mailed to the City of Torrance Finance Department not later than the day after work is completed. Invoices must contain the purchase order number, dated services were performed, scope of service, itemized prices and extended totals. Payment will be made by the CITY in accordance with the terms specified on the first page of this Purchase Order.

To expedite payment, the PO number must appear on all invoices, shipping documents and packages.

Payment(s) will be made upon verification and acceptance by the requesting department/division of items received or services performed and receipt of correct billing(s).

PACKING AND SHIPPING OF GOODS: Deliveries must be made as specified without charge for boxing, crating, or storage unless otherwise specified, and Goods must be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in a manner to assure against damage from weather or transportation. The CITY's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description and purchase order number must accompany each box or package shipment. The CITY's count or weight must be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the CITY must be shipped in separate boxes or containers for each destination, at no charge.

ACCEPTANCE OF PURCHASE AGREEMENT: This purchase order constitutes the CITY's offer to the Vendor and becomes a binding contract upon acceptance by the Vendor by commencement of performance. Any terms or conditions (including price and dates of performance) proposed by the Vendor in accepting the CITY's offer, which are inconsistent with or in addition to the terms and conditions set forth in this purchase order, will be void and of no effect unless and to the extent expressly accepted by the CITY in writing.

TAXES: The Vendor must separately state on all invoices any taxes imposed by the federal or state government applicable to furnishing of the Goods: provided, however where a tax exemption is available, the tax must be subtracted from the total price and identified. Municipalities are exempt from federal excise and transportation taxes. Total prices quoted are to exclude federal taxes. Exemption certificates will be furnished upon request. Unless otherwise indicated, prices quoted will be considered to exclude state and city sales or use tax, which is payable to the CITY.

PRICES: The Vendor represents that prices quoted to or paid by the CITY will not exceed current prices charged to any other customer or the Vendor for items that are the same or substantially similar to the Goods, taking into account the quality under consideration, and the Vendor will forthwith refund any amounts paid by the CITY in excess of the price.

CASH DISCOUNTS: The date used as the basis for cash discounts calculation is the date the Goods are received and work is completed, or the date an acceptable invoice is received, whichever is later.

WARRANTY FOR GOODS: The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by the CITY, the Vendor assumes design responsibility and warrants the Goods to be free from design defect

and suitable for the purposes intended by the CITY. The Vendor's warranties, together with its service guarantees, must run to the CITY and its customers or users of the Goods and must not be deemed exclusive. The CITY's inspection, approval, acceptance, use of, or payment for all or any part of the Goods must in no way effect its warranty rights whether or not a breach of warranty had become evident at the time.

WARRANTY FOR SERVICE:

The Vendor warrants that:

1. The Vendor's performance of the services called for by this Purchase Order does not and must not violate or conflict with (1) any applicable law, rule, or regulation applicable to the Vendor, or (2) any contracts between the Vendor and any third parties: and
2. the services performed must be performed with professional diligence and skill: and
3. that in the event of a nonconformity or breach of any warranty, the Vendor must provide the services to the CITY necessary to correct or remedy any noncompliance or breach.

WARRANTY DISCLAIMER: Where applicable, VENDOR warrants that it possesses the necessary intellectual rights to license to City the hardware and software provided for the services provided pursuant to this Agreement. Vendor agrees to indemnify and save the City harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this agreement resulting from any alleged infringement of any patent or copyright arising from the licensing or use of the hardware and software for the services provided pursuant to this Agreement, provided that the City has notified VENDOR in writing of such allegation within thirty (30) days of the date upon which the City first received notice thereof. VENDORS's obligation to indemnify and save the City harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the software or hardware or any use of the software or hardware not specifically authorized in writing by VENDOR.

CHANGES FOR GOODS: The CITY has the right by written notice to change the quantity or specifications of the Goods ordered and the terms of, shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the CITY as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated, will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

CHANGES FOR SERVICE: The CITY has the right by written notice to change the nature or extent of the work covered by the purchase order, or the drawings and specifications related to the work, or to suspend the work. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the CITY as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost

figures. The Vendor's failure to submit the statements within the time limits stated, will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

TERMINATION OF PURCHASE AGREEMENT WITH RESPECT TO SERVICES:

A. Termination without Cause.

Either party may terminate this Purchase Order at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Vendor must immediately cease all work or services except as may be specifically approved by the CITY. The Vendor will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the CITY. The CITY will be entitled to reimbursement for any expenses that have been paid for but not rendered.

B. Termination for Cause.

If either party fails to perform any term, covenant or condition in this Purchase Order and that failure continues for 15 calendar days after the non-defaulting party gives the defaulting party written notice of the failure to perform, this Purchase Order may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

In the event this Purchase Order is terminated for cause by the default of the Vendor, the CITY may, at the expense of the Vendor and its surety, complete this Purchase Order or cause it to be completed. Any check or bond delivered to the CITY in connection with this Purchase Order, and the money payable, will be forfeited to and remain the property of the CITY. All moneys due the Vendor under the terms of this Purchase Order will be retained by the CITY, but the retention will not release the Vendor and its surety from liability for the default. Under these circumstances, however, the Vendor and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Purchase Order Sum and any amount authorized for extra services.

Termination for cause will not affect or terminate any of the rights of the CITY as against the Vendor or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the Vendor or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or vendor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or for any other cause the CITY determines to be so serious and compelling as to affect the Vendor's responsibility as a public consultant or vendor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Purchase Order or to impose other sanctions (that may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until the Vendor has been given notice and an opportunity to present evidence in mitigation.

FORCE MAJEURE: If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of the cause for failure to perform.

RETENTION OF FUNDS: The Vendor authorizes the CITY to deduct from any amount payable to the Vendor (whether or not arising out of this Purchase Order) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of the Vendor's negligent acts or omissions or willful misconduct in performing or failing to perform the Vendor's obligations under this Purchase Order. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Vendor, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of the Vendor to insure, indemnify, and protect the CITY as elsewhere provided in this Purchase Order.

INDEPENDENT CONTRACTOR: The successful bidder is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

BUSINESS LICENSE: Prior to the award of a Purchase Order, you are required to have a City of Torrance Business License if your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.

OTHER LICENSES AND PERMITS: The Vendor warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Purchase Order.

FAMILIARITY WITH WORK: By executing this Purchase Order, the Vendor warrants that the Vendor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Purchase Order and (d) has the necessary skills and expertise and adequate staffing to perform such services. If the services involve work upon any site, the Vendor warrants that the Vendor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this

Purchase Order. Should the Vendor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Purchase Order, the Vendor must immediately inform the CITY of that fact and may not proceed except at the Vendor's risk until written instructions are received from the CITY.

CARE OF WORK: The Vendor must adopt reasonable methods and take reasonable steps during the life of the Purchase Order protect the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages. The Vendor will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS: The Vendor must keep and maintain accurate books and records at its principal place of business concerning the performance of services pursuant to this Purchase Order, including but not limited to records of accounts between the CITY and the Vendor, specifications and drawings relating to the services, and progress and inspection reports concerning the work performed. The CITY and/or its duly authorized representative (including independent certified public accountants), will have the right, during regular business hours to inspect the Vendor's books and records and to make copies of that information at the CITY's expense. The Vendor will maintain these records for three years after final payment.

INDEMNIFICATION WITH RESPECT TO GOODS: The Vendor assumes all responsibility for , and agrees to undertake, to protect, indemnify and hold the CITY, the City Council, each of its members, present and future, its officers, employees, and agents, harmless from any and all liabilities, losses, claims, suits, judgments and causes of action for damage to property and injuries to persons, including death, and from any cost and expense, including recall expenses and attorneys fees, arising out of or related to any of the Goods resulting from the Vendors breach of the terms of the Purchase Order (including the warranties contained herein), the Vendor's negligence, or allegations that such Goods are defective in manufacture or design.

INDEMNIFICATION WITH RESPECT TO SERVICES: The Vendor will indemnify, defend, and hold harmless the CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, personal injury, or property loss or damage arising from or related to acts or omissions of the Vendor, its officers, employees, agents, subcontractors or vendors, or in connection with the performance by the Vendor, its officers, employees, agents, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of the CITY, its officers, employees, or agents. Payment by the CITY is not a condition precedent to enforcement of this indemnity.

NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES: No officer or employee of the CITY will be personally liable to the VENDOR, in the event of any default or breach by the CITY or for any amount that may become due to the VENDOR.

INSURANCE:

A. VENDOR and its sub-consultants must maintain at their sole expense the following insurance, which will be full coverage, not subject to self-insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent VENDORS, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence \$4,000,000 aggregate.
 - (3) Workers' Compensation as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the VENDOR, its employees, agents and subcontractors.
- B. The insurance provided by the Vendor will be primary and non-contributory
 - C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
 - D. VENDOR must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
 - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the CITY.
 - F. If the VENDOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to be broader coverage and/or the higher limits maintained by the VENDOR. Any available insurance and coverage shall be available to the CITY.
 - G. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the VENDOR.
 - H. VENDOR hereby grants to the CITY a waiver of any right to subrogation which any insurer of said VENDOR may acquire against the CITY by virtue of the payment of any loss under such insurance. VENDOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

SUFFICIENCY OF INSURERS AND SURETIES: Insurance or bonds required by this Purchase Order will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the

work or services to be performed under this Purchase Order creates an increased or decreased risk of loss to the CITY, the Vendor agrees that the minimum limits of the insurance policies and the performance bond required by this Purchase Order may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Vendor will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

CONFLICT OF INTEREST:

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Purchase Order, nor may any officer or employee participate in any decision relating to the Purchase Order that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

NOTICE:

- A. All notices, requests, demands, or other communications under this Purchase Order will be in writing. Notice will be sufficiently given for all purposes as follows:
 - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change.

PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING: This Purchase Order and all exhibits are binding on the heirs, successors, and assigns of the parties. The Purchase Order may not be assigned or subcontracted by either the CITY or the Vendor without the prior written consent of the other.

INTEGRATION AMENDMENT: This Purchase Order represents the entire understanding of the CITY and Vendor as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified or altered except in writing signed by both parties.

INTERPRETATION: The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.

SEVERABILITY: If any part of this Purchase Order is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Purchase Order will remain in full force and effect.

TIME OF ESSENCE: Time is of the essence in the performance of this Purchase Order.

GOVERNING LAW; JURISDICTION: This Purchase Order will be administered and interpreted under the laws of the State of California. The parties consent to the jurisdiction of the state and federal courts located in Los Angeles County, California for the resolution of all disputes arising under this Purchase Order, and the parties agree that jurisdiction and venue for proceedings will lie exclusively with these courts. Service of process in any proceeding (including service of process for the institution of a proceeding) may be made by certified mail, return receipt requested, directed to the respective party.

COMPLIANCE WITH STATUTES AND REGULATIONS: The Vendor will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

WAIVER OF BREACH: No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Purchase Order.

ATTORNEY'S FEES: In any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Purchase Order (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Purchase Order, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

BID No. B2021-30

Bid to Furnish and Install New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits

SECTION II SPECIFICATIONS

Scope of Bid:

The City of Torrance is seeking qualified and licensed contractors to Furnish and Install New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits as per the plans submitted by Southern California Edison and the City of Torrance.

Provide and install 1-120/208v, 3 phase, 400amp, 30 slot min. Eaton meter main for 6 future level III EV charging stations.

Run approx. 230' of 5" conduit with pull boxes as per So Cal Edison design to feed new transformer with 3,000 psi concrete pad.

Run conduit from transformer to new meter main location.

Contractor will be responsible to bring 5" conduit within 5' of tie-in location and supply any fittings necessary for connections.

Edison will perform all tie-ins.

Contractor to provide 400A panel cut sheet.

Install ground rods where necessary.

Supply and install Bollards as needed to protect new pedestal meter.

Contractor is responsible for the saw cutting of concrete/asphalt as needed for trenching. Contractor is responsible for patching concrete/asphalt to match existing.

All trenching and backfilling to be completed as per Edison design and will be the responsibility of the contractor.

See pages 19 and 20 for approved work order map plans from Southern California Edison (for better viewing the PDF is posted on the City website at: <https://www.torranceca.gov/government/city-departments/general-services/construction-maintenance-bids-proposals/b2021-30-bid-to-furnish-and-install-new-400-amp-panel-for-future-electric-vehicle-charging-stations-concrete-pad-for-edison-s-surface-mounted-transformer-and-required-conduits>)

Scope of work must include all labor, equipment, materials and accessories for a complete and useable project. Contractor is responsible to investigate existing site conditions prior to submitting a bid.

These Specifications are intended to govern all aspects of the appurtenant construction including, but not limited to, materials, methods and details, except as modified herein or as inconsistent with the provisions hereof.

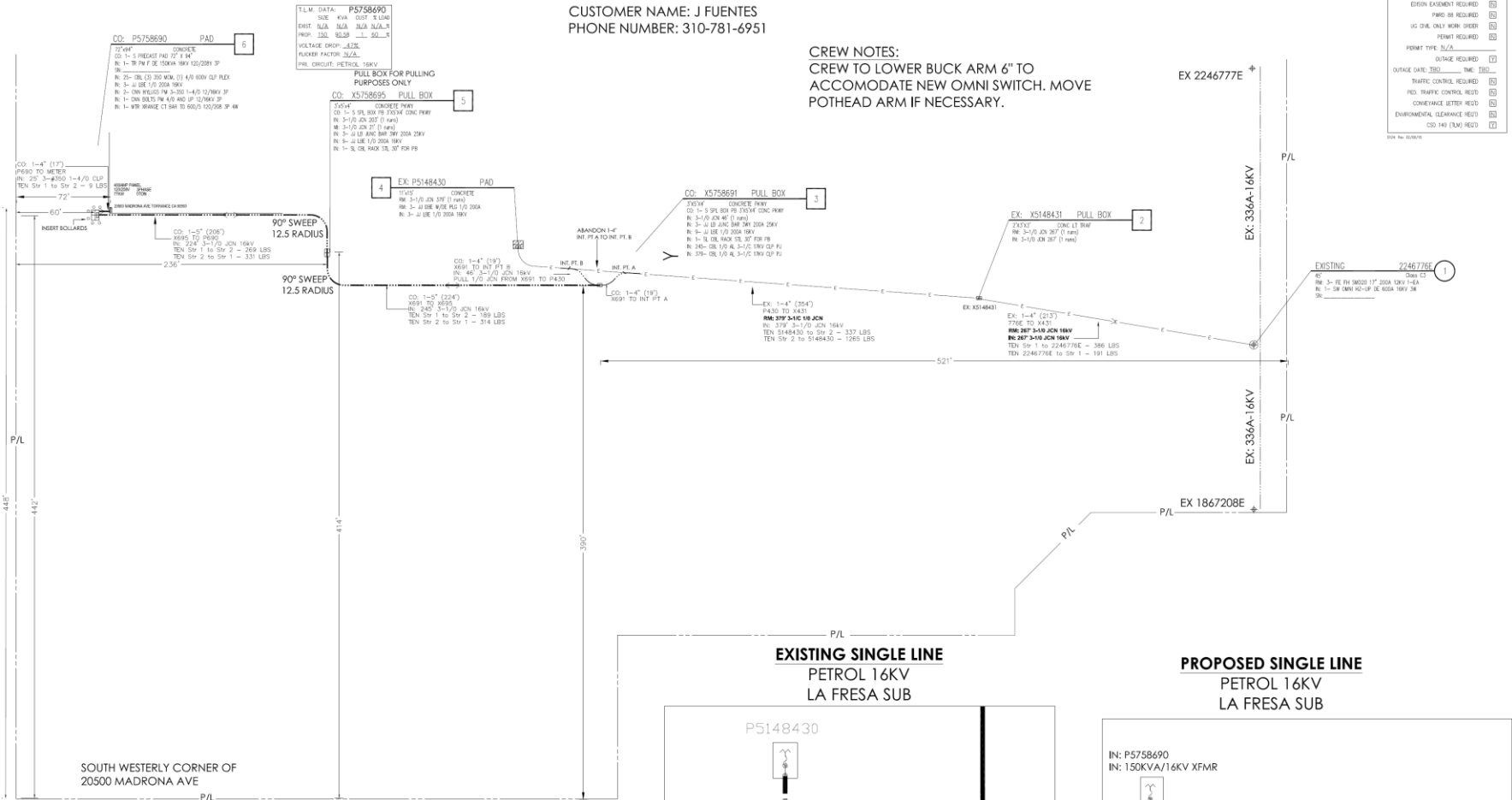
CUSTOMER NAME: J FUENTES
PHONE NUMBER: 310-781-6951

PROJECT REQUIREMENTS (Y/N)

EXISTING EXAMINED REQUIRED	<input checked="" type="checkbox"/>
PAVS AS REQUIRED	<input checked="" type="checkbox"/>
UG CABLE ONLY WORK ORDER	<input checked="" type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
PERMIT TYPE: S/A	
OUTAGE REQUIRED	<input type="checkbox"/>
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/>
NO. TRAFFIC CONTROL REQUIRED	
CONFORMANCE LETTER NEEDED	<input checked="" type="checkbox"/>
ENVIRONMENTAL CLEARANCE NEEDED	<input checked="" type="checkbox"/>
CONC 140 (L)MS NEEDED	<input checked="" type="checkbox"/>

CREW NOTES:
CREW TO LOWER BUCK ARM 6" TO ACCOMMODATE NEW OMNI SWITCH. MOVE POTHEAD ARM IF NECESSARY.

MADRONA AVE

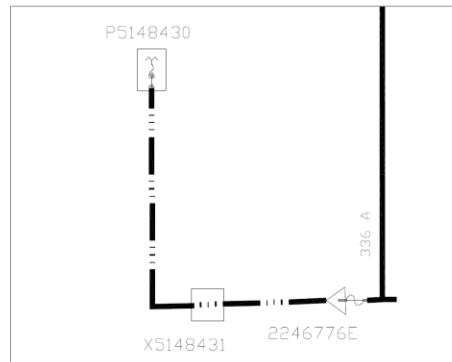


SOUTH WESTERLY CORNER OF
20500 MADRONA AVE

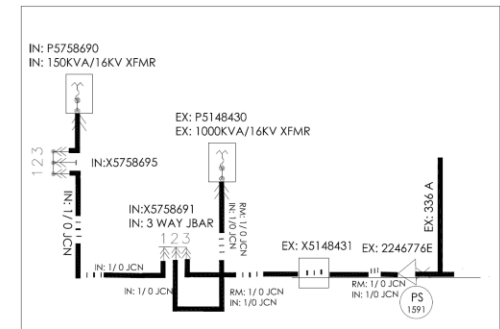
VICINITY MAP



EXISTING SINGLE LINE
PETROL 16KV
LA FRESA SUB



PROPOSED SINGLE LINE
PETROL 16KV
LA FRESA SUB



REV	DATE	BY	CHKD BY	APPROVED BY	DESCRIPTION
1	12/20/23	J. FUENTES	J. FUENTES	J. FUENTES	ISSUED FOR PERMIT
2	12/20/23	J. FUENTES	J. FUENTES	J. FUENTES	ISSUED FOR CONSTRUCTION

BID No. B2021-30

Bid to Furnish and Install New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits

SECTION III BID SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

In accordance with your "Invitation to Bid", the following bid is submitted to the City of Torrance.

Bid Submitted By:

Name of Company			

Street Address	City	State	Zip Code
_____		_____	
Telephone Number		Fax Number	
_____		_____	
Printed Name/Title		E-Mail Address	
_____		_____	
Signature		Date	

Contractor's License Number: _____ **Expiration date:** _____

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Business History:

Years in business under your current name and form of business organization? _____ Years
If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

_____ Printed Name

_____ Title

_____ Telephone

_____ E-Mail Address

Addenda Received: Please indicate addenda information you have received regarding this bid:

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this bid.

Payment Terms:

The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

What are your discounted invoice terms: _____. We do not have discounted terms.

Time line:

How long will you need from the day the contract is executed to start the work? _____ days.

How long will it take from the first start day of work until the completion of the work? _____ days.

Please include a time schedule by task to your bid submittal (*check one response below*)

Yes it is included in our bid submittal

No it is not included in our bid submittal

BIDDER'S PROPOSAL

Assignment of Contractor's values:

Item	Description	Total Amount In Figures*
01	New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits	\$
B2021-30 - BID TOTAL- in figures*		\$

BASE BID TOTAL: _____
(In Words)*

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The City of Torrance awards to the lowest responsible bidder per the Torrance Municipal Code. Based on the funding available, the City reserves the right to select any combination to determine the lowest responsible bidder for award.

The undersigned furthermore agrees to enter into and execute a purchase order, with necessary bonds, at the prices set forth herein and in case of default in executing such purchase order, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Plans and Specifications, and Purchase Order Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Company Name

Signature of Principal in Company

Date

Name and Title of Signer

Address

Phone No.

Fax No.

Email

Public Works Registration (PWCR) Number

License No. & Classifications

References:

Bidder must have completed at least three (3) projects of a similar size and scope for each project within the last five (5) years. The references must reflect this requirement. **Do not** list a reference more than once or include the City of Torrance as a reference. All bidders must contact their references prior to submitting bids to verify all phone numbers, email addresses, contact person(s), etc. are current and that the contact is aware the City of Torrance will be conducting reference checks.

1	Name of Firm/Agency:	
	Street Address:	
	City: State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
2	Name of Firm/Agency:	
	Street Address:	
	City: State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
3	Name of Firm/Agency:	
	Street Address:	
	City: State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	

STATE OF CALIFORNIA

BIDDER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

hereinafter called "Bidder", who has submitted to the City of Torrance a bid to Furnish and Install New 400-Amp Panel for Future Electric Vehicle Charging Stations, Concrete Pad for Edison's Surface Mounted Transformer and Required Conduits B2021-30.

2. That the bid is genuine; that the same is not sham; that all statements of fact in the bid are true;

3. That the bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Bidder did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham bid, to refrain from proposing, or to withdraw his bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Bidder, or anyone else interested in the proposed purchase order;

5. That the Bidder has not in any other manner sought by collusion to secure for itself an advantage over any other Bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other Bidder or of anyone else interested in the proposed purchase order;

6. That the Bidder has not accepted any bid from any sub-purchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any sub-purchase order or materialman, which is not processed through that bid depository, or which prevent any sub-purchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Bidder did not, directly or indirectly, submit the Bidder's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Bidder in its business.

8. That the Bidder has not been debarred from participation in any state, federal or public works project.

Dated this _____ day of _____, 20_____.

Subscribed and Sworn to _____ before me this _____
(Contractor)

of _____, 20_____ (Title)

_____ Notary Public in and for said County and State.
(Seal)