CITY OF REDDING
777 Cypress Avenue, Redding, CA 96001
PO BOX 496071, Redding, CA 96049-6071
cityofredding.org

November 9, 2026

REQUEST FOR QUOTES
FOR FURNISHING
VEHICLE BATTERIES
TO
CITY OF REDDING, CALIFORNIA
(RFQ Schedule 5745)

In accordance with the provisions of the Municipal Code of the City of Redding, quotes must be submitted to the Purchasing Office of the City of Redding, located on the 3rd Floor of City Hall, 777 Cypress Avenue, Redding, California 96001 **prior to 2:00 p.m., PT, Monday November 30, 2026,** for providing vehicle batteries per the attached specifications and general conditions.

QUOTES RECEIVED AFTER THIS TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

The cut-off date and time for receiving questions regarding this bid **is 5:00 p.m. PT, on Wednesday November 18, 2026.** All inquiries must be made in writing and may be submitted to the buyer's email address shown below.

All quotations must be submitted on the standard quotation form provided by the City of Redding. Quotations may be sent via:

- Email: quotes@cityofredding.gov (reference RFQ #5745 in subject line)
- Overnight Delivery
- U.S. Mail / Hand Delivered to address listed in this cover page

The City of Redding reserves the right to reject any or all quotes, in part or in their entirety. In addition, the City will award any resulting purchase order in a manner consistent with the City Purchasing Ordinance.

CITY OF REDDING
Purchasing Division
Katelyn Edwards
Katelyn Edwards, Buyer
kedwards@cityofredding.gov

NOTE

If a potential bidder received this solicitation document through some means other than from the City of Redding (including from the City of Redding Internet web site), it is the responsibility of the potential bidder to advise the assigned City of Redding Purchasing contact of its intention to submit a bid so that any addenda or other correspondence related to this solicitation will be sent to the potential bidder. When contacting the Purchasing Division, the bidder shall provide the solicitation number located on the cover page of this document. Transmittal of this information must be in writing, by U.S. Mail, or e-mail. Transmittal of this information via telephone is not acceptable.

Please submit quotes on enclosed form only. Forward to:

City of Redding
Purchasing Division
777 Cypress Avenue
Redding, CA 96001

Quotes must be received by the Purchasing Office **prior to 2:00pm PT** on the date indicated below. Mailing envelope or email subject line is to be clearly marked with the following notation:

"Quotations for Schedule No. 5745; opening at

"2:00 P.M. on Monday November 30, 2026"

Quotes will not be considered unless:

1. **Original Quote proposal form is signed**
2. **Signature is legible – indicating full first and last name -NO INITIALS**
3. **Current W-9**

The City of Redding
Purchasing Division

CITY OF REDDING
SPECIFICATIONS TO FURNISH
VEHICLE BATTERIES
(RFQ Schedule No. 5745)

GENERAL INFORMATION

The City of Redding wishes to establish a contract with a qualified Vendor to furnish and deliver vehicle batteries to the Fleet Division, located at 20055 Viking Way, Building #1, Redding, California.

Approved batteries shall be any one or a combination of *Astrolite, Centennial, Trojan, Exide, Delco, Motorcraft, Odyssey*, or *Interstate*.

- Minute Reserve Capacity shall be 25 amps at 80 degrees F.
- C.C.A. Power Rating Cranking Performance shall be at 0 degrees F amps.
- All batteries shall be completely sealed units, maintenance free and contain calcium and lead plates.
- All batteries shall be factory labeled detailing rated capacities.

Service level and availability of vehicle batteries is a vital factor in the award of this bid. If the Vendor does not have the required item(s) in stock, the Vendor shall be required to obtain the item(s) from another supplier and provide it at the City's contracted price within the time period specified below.

Vendors who cannot meet these requirements should not submit a bid.

TERM OF CONTRACT

The term of this contract shall be from January 1, 2027 through December 31, 2027. If mutually agreed upon, with all prices, terms, and conditions remaining the same, the contract may be extended on an annual basis for two (2) additional one-year periods, through December 31, 2029.

SCOPE OF WORK

Once each week, or as often as deemed necessary by the City, successful Vendor shall meet with the City Fleet Maintenance personnel who will authorize orders to replenish inventory. At that time, Vendor shall also be required to pick up cores and potential faulty batteries, if necessary. Battery cores shall be lawfully disposed of or recycled at no cost to the City.

The City shall **not** be invoiced for core charges.

The Vendor shall be required to deliver and put on shelves items ordered within two (2) working days. City staff will check in the order prior to the Vendor placing the items on the shelf.

On an "as needed" basis, Fleet Maintenance personnel will contact successful Vendor for batteries needed immediately. Vendor shall deliver the item(s) within one hour after receipt of telephone order.

If at any time, the Vendor is unable to supply batteries within the stated time, the City reserves the right to purchase batteries elsewhere.

Fleet Maintenance regular business hours are 6:00 a.m. to 9:00 p.m., Monday through Friday. Vendor shall provide an after-hours phone number for emergency purchases.

Start of Contract

On the first day of the contract, Vendor shall furnish the listed quantities of batteries of the type noted below.

Type	**Quantity**
31-AX	2
31-SX	6
L3/H6/48-CP	2
78-SD	2
24-SD	2
27-SD	2
58-CS	2
65-SD	2
65-CP	2
34-CS	2
59-CS	1
CB1250F1	2
31SAB-XHD	6
L5/H8/49AGM	2
65AGM	4
31AGM	4
L4/H7/94R-CP	4
4DMF-HD	2

End of Contract

Prior to the last week of the contract, Vendor shall pick up and account for all cores.

At the end of the contract period, at the discretion of the City's Fleet Maintenance Manager, Vendor may be required to return to Vendor’s stock those new batteries no longer needed by the City and credit the City the purchase price.

Upon expiration or termination of the contract, Vendor shall honor Warranty for batteries installed prior to end of contract. This provision shall survive the expiration of the contract between the parties.

PRICING

The pricing and discount rate quoted are firm and are not subject to change for the contract period. In the event that a new manufacturer's list/jobber price schedule is published during the contract term they will be honored at the same discount percentage, provided the Vendor supplies the City with two (2) copies of the manufacturer's list/jobber price schedule immediately upon revision. If the Vendor fails to do so, the City will continue to process payment of invoices at the previously provided manufacturer's prices.

Submittal of new manufacturer's price lists within the first four (4) months of the contract start will not be allowed.

Fuel surcharges during the contract period will not be allowed.

INVOICING

Vendor's invoice shall include, but not be limited to:

Vendor name, address, phone number
Invoice Number / Date
Date batteries delivered
Description
Vendor part number
Quantity / Unit price/ Discount Rate (if applicable) / Total / Applicable sales tax

WARRANTY AND REPLACEMENT OF FAULTY BATTERIES

All batteries shall have a minimum three (3) year full replacement, non-prorated warranty. Warranty period shall commence upon ***installation*** of a battery in a City vehicle. Once each week, successful Vendor shall meet with the Fleet Maintenance personnel to determine if any batteries failed to perform per the manufacturers rated performance capacities of a given battery. If necessary, Vendor shall take the faulty batteries back to their facility, and at no cost to the City, charge and load test the subject batteries and advise Fleet staff of the results within five (5) working days.

Warrantied failed batteries shall be replaced with new batteries of the same manufacturer and type within two (2) working days at no cost to the City. Batteries shall be tested in accordance with the manufacturer's requirements. Batteries that are found to be serviceable shall be properly cleaned, labeled as serviceable, and returned to the City at no cost.

CONTRACT CANCELLATION/EXPIRATION/WARRANTY

Cancellation/termination of the contract by the Vendor and/or City or expiration of the contract does not relieve the battery provider of the warranty requirements as stated herein. City staff will contact the battery provider by phone upon discovery of any faulty batteries and request a pick-up and testing of the batteries. Testing and replacement of batteries, if required, shall be per the time-frame as stated above, at no cost to the City.

SUBMITTAL

Estimated annual quantities shown on spreadsheet is for evaluation purposes. The City may purchase more or less than the estimated quantity that is listed. Successful Vendor shall have sufficient stock on hand to meet the City's requirements.

List the part number that would appear on the invoice for each battery. If the part number is different from the manufacturer's number, list both numbers on the attached spreadsheet.

Indicate the minimum discount off the manufacturer's price schedule. All batteries must have at least the quoted discount as a minimum.

Provide one copy of the manufacturer's list prices with your bid. Incomplete bids and bids submitted without manufacturer's price list may not be considered.

AWARD OF CONTRACT

The award of this Contract, if it is awarded, will be made on the basis of availability of budgeted funds and to the responsible Contractor with the lowest responsive price.

Upon award of Contract awarded Vendor shall meet with the Fleet Manager before start of Contract.

ADDENDA TO SPECIFICATIONS

Any questions regarding this Bid shall be submitted in writing via email to the contact listed below. At the City's sole discretion, if any response provided is deemed material to understanding this project the City will issue a formal addendum to all known interested parties.

CITY OF REDDING CONTACT:

Technical, Specification, Quotation and General Conditions Information:
Katelyn Edwards – Buyer / Purchasing Division – Kedwards@cityofredding.gov

ATTACHMENTS:

- Proposal Form
- Spreadsheet
- Insurance Requirements
- Terms and Conditions

QUOTE PROPOSAL FORM
FURNISH VEHICLE BATTERIES
(RFQ Schedule 5745)

To: City of Redding
Katelyn Edwards - Buyer

Date: _____

The undersigned _____ (Corporate Name of Bidder) agrees to furnish to the City of Redding, California, at the price quoted below, in accordance with the Specifications, Vehicle Batteries per the Specifications and General Conditions on file in the office of the Purchasing Division of the City of Redding, a copy of which is attached hereto, and is hereby made a part of this Proposal:

Vehicle Batteries Evaluated Total $ _____
(total from spreadsheet)

Estimated quantity on spreadsheet is for evaluation purposes only. City may purchase more or less than the estimated quantity that is listed. Successful Vendor shall have sufficient stock on hand to meet City's requirements. Spreadsheet must be submitted with bid form.

For all other battery purchases during the contract period, please provide a percentage discount from manufacturer's lowest list price: _____ %

Battery purchases not listed on the spreadsheet shall be discounted at the rate quoted above.

Vendor shall submit two (2) copies of manufacturer's list/jobber price schedule with their bid.

The prices quoted herein are firm, and are not subject to change. The City reserves the right to reject any or all bids, or to waive minor irregularities, as may be in the City's best interest.

It is further agreed the materials to be furnished under this proposal will be delivered with all freight charges borne by supplier, f.o.b. Redding, California, to the City's Fleet Maintenance Shop, Building #1, 20055 Viking Way, Redding, CA 96003.

The bidder hereby acknowledges that Addenda Nos._____, _____, _____, to this Bid have been received, if any (Bidder insert Addendum No. Of each Addendum received). Bidder understands failure to acknowledge any addenda issued may cause the bid to be considered non-responsive.

Bidder may check the website or contact the Purchasing Division to confirm the number of addenda (if any), that have been sent. Website address below:

https://www.cityofredding.gov/government/departments/purchasing/bid_opportunities.php

It is understood that this Bid shall remain open and shall not be withdrawn for a period of forty-five (45) days from the date prescribed for the opening of the quote.

Submission of this bid shall be conclusive evidence that the bidder has read and understands the specifications incorporated herein.

Respectfully submitted,

_____	_____
Corporate Name of Bidder	Signature
_____	_____
Mailing Address	Print Name
_____	_____
City, State & Zip	Title
_____/_____	_____
Telephone/Fax	Email Address

_____
Emergency/After Hours Phone Number

January 1st, 2027 - December 31st, 2027 Period RFQ 5745

Item	Our Part Numbers	Battery Type	Minimum Reserve Cap.	Min. Reserve Cap. (if other than specified)	Minimum CCA Power Rate	Min. CCA Power Rate (if other than specified)	Manufacturer	Vendor Battery No.	Est. Annual Qty.	Unit Price	Extended Price
1	20.13	31-AX	195		950				24	$ -	$ -
2	20.12	31-SX	180		950				60	$ -	$ -
3	1192.A	L3/H6/48-CP	120		750				18	$ -	$ -
4	20.05	78-SD	120		700				10	$ -	$ -
5	20.1	24-SD	135		800				8	$ -	$ -
6	20.11	27-SD	140		800				2	$ -	$ -
7	20.04	58-CS	80		540				5	$ -	$ -
8	20.16	65-SD	145		880				50	$ -	$ -
9	20.2	65-CP	150		850				20	$ -	$ -
10	20.17	34-CS	120		700				3	$ -	$ -
11	20.1720.03	59-CS	100		590				2	$ -	$ -
12	20.06	CB1250F1	12V5.OAH/20HR		-				15	$ -	$ -
13	20.21	31SAB-XHD	195		950				75	$ -	$ -
14	20.27	L5/H8/49AGM	160		850				7	$ -	$ -
15	20.26	65AGM	160		850				15	$ -	$ -
16	20.03	31AGM	220		1150				10	$ -	$ -
17	973.26	L4/H7/94R-CP	140		800				18	$ -	$ -
18	20.28	4DMF-HD	290		100				15	$ -	$ -
									Evaluated Total:		$ -

* Submission of this bid shall be considered evidence that the bidder has read and understands the specifications incorporated herein.

CA State Battery Fee shall be applied to each unit sold as well

INSURANCE REQUIREMENTS

A. Unless modified in writing by City's Risk Manager, Contractor/Vendor shall maintain the following noted insurance during the duration of the Contract:

Coverage	Required	Not Required
Commercial General Liability	X	
Comprehensive Vehicle Liability	X	
Workers' Compensation and Employers' Liability $1,000,000	X	
Workers' Compensation Declaration Form		X
Garagekeepers $500,000		X
Professional Liability (Errors and Omissions) $1,000,000		X
Excess Liability Coverage $1,000,000		X
Contractor's Pollution Liability $1,000,000/$2,000,000 Aggregate	X	
Course of Construction (Value equal to contract amount)		X
On Hook $1,000,000		X
Commercial Aircraft Liability $5,000,000 per occurrence / $500,000 per passenger		X
Auto Liability with MCS-90 endorsement for waste spills/cleanups		X
Commercial Crime $1,000,000		X

(Place an "x" in the appropriate box)

B. Coverage shall be at least as broad as:

1. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury, personal injury and property damage; **Higher limits may be required on project over $1,000,000 Check with Risk Management**
2. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance, which provides for total limits of not less than $1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;

3. Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than $1,000,000 per occurrence. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents and volunteers;

4. Garagekeepers Liability, $500,000 for vehicles in the care, custody, and control of the Contractor/Vendor.

5. Professional Liability (Errors and Omissions) Insurance, appropriate to Contractor/Vendor's profession, against loss due to error or omission or malpractice in an amount not less than $1,000,000. **To be used for Professional Services Contracts**

6. Course of Construction Insurance providing coverage for all "risks" of loss in the amount of the completed project value. **To be used when items are stored unprotected and could be damaged and/or trenches and performing construction related work (digging up of asphalt).**

7. Contractor Pollution Liability, in the amount of $1,000,000, to include but not limited to coverage for bodily injury, property damage and cleanup arising from pollution conditions created by the contractor or encountered during work at job site. Coverage must apply to cleanup, damage or injury that occurs on, or that originates from, the site. **To be used when work is being done in and around waterways (including storm drains) or potential of hazardous waste spills. Also, whenever hauling hazardous materials. Required on all construction projects over $1,000,000 regardless of location to waterways.**

8. Aircraft Liability: $5,000,000 per occurrence for bodily injury, personal injury and property damage. Policy is to have a minimum sublimit of $500,000 per passenger. **If Commercial Aircraft Liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall be equal to the required occurrence limit.**

9. On-Hook Coverage insuring vehicles in tow for limits sufficient to cover any auto physical damage or a combined single limit of one million ($1,000,000).

10. Automobile Liability, owned, non-owned and hired, including MCS-90 endorsement for waste spills and cleanup.

11. Commercial Crime Policy in the amount of $1,000,000, appropriate to vendor's profession, against loss due to theft, robbery, burglary, fraud, embezzlement, or forgery by employees.

C. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers; or the Contractor/Vendor shall procure a bond

guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. The General Liability shall contain or be endorsed to contain the following provisions:

1. City, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Contractor/Vendor; premises owned, leased or used by Contractor/Vendor; or automobiles owned, leased, hired or borrowed by Contractor/Vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents and volunteers.

2. The insurance coverage of Contractor/Vendor shall be primary insurance as respects City, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents and volunteers, shall be in excess of Contractor/Vendor's insurance and shall not contribute with it.

3. Coverage shall state that the insurance of Contractor/Vendor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to City. In addition, Contractor/Vendor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to City.

E. Insurance is to be placed with insurers with a current A.M.Best's rating of no less than A-VII.

F. Contractor/Vendor shall designate the City of Redding as a Certificate Holder of the insurance. Contractor/Vendor shall furnish City with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be furnished to: Risk Management Department, City of Redding, 777 Cypress Avenue, Redding, CA 96001. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager prior to the commencement of contracted services. City may withhold payments to Contractor/Vendor if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.

G. The requirements as to the types and limits of insurance coverage to be maintained by Contractor/Vendor as required this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor/Vendor pursuant to this Contract, including, without limitation, provisions concerning indemnification.

H. If any policy of insurance required by this Section is a "claims made" policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Contractor/Vendor shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.

I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Contractor/Vendor shall immediately notify City's Risk Manager by telephone at (530) 225-4068. No later than three (3) calendar days after the event, Contractor/Vendor shall submit a written report to City's Risk Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Contractor/Vendor's insurance company; and 4) a detailed description of the damage and whether any City property was involved.

NOTE: The City of Redding uses an online electronic insurance document management program. Once you have been awarded a contract with the City of Redding you will receive an email from the City of Redding's online insurance program requesting you to forward the email to your insurance provider(s).

Contractor's insurance agent shall furnish the City with certificates of insurance and original endorsements effecting coverage required by this clause through the City's online electronic insurance document management program. All endorsements are to be received via the online program and approved by the Risk Management Department before the project commences.

PINS® Advantage

The City of Redding uses PINSAdvantage.com to track Insurance Certificates and all related documents!

HOW IT WORKS?

PINS begins with the **City of Redding**. The **City of Redding** logs into PINS and emails a request for insurance to the **Vendor/Contractor**. The **Vendor/Contractor** forwards the email onto their **Insurance Agent(s)**. The **Insurance Agent(s)** logs into www.PINSAdvantage.com and completes the insurance certificate online.



WHAT TO LOOK FOR?

Vendor/Contractor will receive an email from: noreply@pinsadvantage.com

Thank you for your cooperation!

For PINS support or questions on how to use PINS, please contact support@pinsadvantage.com

CITY OF REDDING

REQUEST FOR QUOTATIONS
GENERAL CONDITIONS

1. DEFINITIONS:

In these specifications the word "City," means the City of Redding, California.

The term "Bidder," means the person, firm, or corporation submitting a quotation on these specifications or on any part thereof.

The term "Contractor" or “Vendor”, means the person, firm, or corporation with whom the Contract is made by said City, or the agent or legal representative who may be appointed to represent such party, firm, or corporation in the execution of this Contract.

2. PROPOSALS:

Quotations, to receive consideration, shall be made in accordance with the following instructions:

(a) Quotations shall be made as indicated on the forms contained in the documents attached hereto and entitled "Quotation," properly executed in ink, with all blank spaces filled in. The signatures of all persons signing the quote shall be in longhand. The completed original Quotation Form shall be without alterations or erasures and shall not be removed from this binding. Additional information may be submitted by the bidder on a separate sheet.

(b) Before submitting a quote, bidders should read the Specifications carefully and should inform themselves completely as to all existing conditions and limitations. The quote shall include the cost of all items necessary to complete the Contract.

(c) Each quotation shall be enclosed in a sealed envelope addressed to the Purchasing Division of the City of Redding, 777 Cypress Avenue, Redding, California 96001. The outside of the envelope shall be plainly marked with Bidder's name and address and the Quotation Schedule Number.

(d) All quotes received after the scheduled closing time for receipt of bids shall NOT be accepted or considered and shall be returned to the bidder unopened.

3. WITHDRAWAL OF BID:

Any bidder may withdraw his quote, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. Written requests are to be addressed to the Purchasing Division of the City of Redding.

4. INTERPRETATION:

If a prospective bidder is in doubt as to the true meaning of any part of the "Notice Inviting

Quotations," "General Conditions," or the "Specifications," or finds discrepancies in or omissions in the same, he may submit to the City a written request or an interpretation or a correction thereof. Any interpretations or corrections of the proposed documents will be made only by addendum mailed or delivered to each person receiving a set of such documents. Such addendum shall be considered as part of the Contract.

5. AWARD OF CONTRACT OR REJECTION OF QUOTATION:

The Contract will be awarded within **forty-five (45) calendar days** after the opening of quotes. The City, however, reserves the right: (1) to award quotes received on the basis of individual items, or groups of items, or on the entire list of items unless this right is denied by the Bidder in its quote; (2) to reject any or all quotes, or any part thereof; (3) to waive any informality in quotes; and (4) to accept the quote that is in the best interest of the City. The City's decision shall be final.

(a) The award of the contract, if it awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. If award can not be made within 45 calendar days from the opening of quotes an extension period may be granted to keep the Quote open, upon written agreement between the City and concerned bidder.

(b) Execution of Contract

Upon the City's issuance of an intent to award letter, the bidder to whom the contract is to be awarded, shall submit all required insurance and certificates within 10 business days. No proposals shall be considered binding on the City until the contract has been executed by all parties thereto.

6. ASSIGNMENT OF CONTRACT:

No assignment by the Contractor of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the City unless such assignment has had the prior approval of the said City and surety has been given due notice of such assignment in writing and has consented in writing.

7. QUALIFICATIONS OF BIDDER:

Only contractors of established reputations for proper execution of the work called for in the Specifications will be considered in making the award.

8. ERRORS AND OMISSIONS:

The Contractor will not be allowed to take advantage of any error or omission in the Specifications. Full instructions will always be given when such error or omission is discovered and brought to the City's attention in writing.

9. DELIVERIES, DESTINATIONS, EXTENSION OF TIME:

The successful bidder shall deliver the items called for in his quote free from any and all claims, debts, or demands whatsoever. Delivery is F.O.B. Redding, California, with all freight charges borne by the successful bidder.

Deliveries shall be made as set forth in Detail Specifications or Purchase Order. Delivery is defined as complete delivery in good order at place designated in Detail Specifications. Applications for extension of time beyond guaranteed completion time shall be made in writing to the City not less than seven (7) calendar days from the beginning of any condition which will cause delay. Allowances will be made for delay of delivery due to strikes, fires, floods, or other causes clearly beyond the control of the Contractor.

10. PATENT RIGHTS:

The equipment to be furnished hereunder shall not, either in construction, manufacture, use, sale or other particular, infringe any letters patent heretofore granted, and the Contractor shall defend and pay the entire cost of defending any claim or suit whenever or wherever made or brought against the City based upon an infringement or alleged infringement of such letters patent, and shall indemnify and save harmless the said City from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit, or adjudged or sustained by reason of the equipment to be furnished hereunder constituting any infringement of any letters patent, or adjudged or sustained by reason of inability of said City to use equipment because of any infringement or alleged infringement of any letter patent.

11. MATERIALS, WORKMANSHIP, AND DESIGN:

All work must be done and completed in a thorough, workmanlike manner by mechanics skilled in their various trades, notwithstanding any omission from the Specifications. The Contractor shall be held to guarantee all material, apparatus, and equipment to fulfill all requirements and special guarantees set forth in the Specifications.

The fact that materials or equipment shall have been successfully tested and passed by the Engineer shall not relieve the Contractor of responsibility in case of later development of flaws or defects.

12. COMPLIANCE WITH SPECIFICATIONS OF MATERIALS:

Whenever in the Specifications any material or process is indicated, or specified by patent or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material or process desired and shall be deemed to be followed by the words "or equivalent", and the Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not equal in every respect to that specified; then the Contractor must furnish the material, process or article specified, or one that is the equal thereof in every respect.

13. FAILURE TO MEET REQUIREMENTS OF SPECIFICATIONS AND GUARANTEES:

Should the test of any material, apparatus, or equipment show that it does not meet the guarantees and requirements of the Specifications, the Contractor shall at once proceed to furnish the new parts as may be necessary to bring it up to requirements. All expenses of furnishing new parts, or alteration to existing parts, and of tests made necessary by such failure to meet the guarantees and other requirements of the Specifications shall be borne by the Contractor.

The City reserves the right to continue the use or operation of defective material or equipment until satisfactory replacements or repairs have been made, provided that the period of such use pending such corrections shall not exceed one year from date of delivery at designated place in Detail Specifications without the written consent of the Contractor.

14. PAYMENT TERMS:

Payment Terms are Net 30 unless otherwise agreed to by both parties. Cash discounts offered for payment in less than twenty (20) calendar days will not be considered as a basis of award. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material and service, or from the date of invoice, whichever is latest.

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 obligation. If the funds are not allocated and available for the continuance of the function performed by the Supplier, the product or service directly or indirectly involved with the performance of that function may be terminated by the City at the end of the period for which funds are available.

15. PUBLIC INFORMATION

All submitted bids and information included therein or attached thereto shall become public record upon their delivery to the City. Bids may be reviewed by outside interested parties after all bids received for a particular project have been reviewed and the intended awardee has been selected.

By submission of a bid, Vendor understands and agrees that the City of Redding is subject to the California Public Records Act (Cal. Gov. Code section 62500 et seq.), and that all or part of the quote submitted by Vendor may be subject to disclosure therein regardless of whether the proposal or part thereof is marked as proprietary. The City reserves sole discretion to determine whether disclosure is necessary under State law, and Vendor hereby releases City from all liability relating to such disclosure. City shall have no obligation to litigate the issue of disclosure under the Act on behalf of Consultant.

16. NONDISCRIMINATION PROVISION:

Except as provided in Section 12940 et. seq. of the California Government Code, contractor shall not discriminate against any person because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, mental status, sexual orientation or sex nor refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment,

or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions or privileges of employment. The contractor shall insert in all subcontracts for any work covered by this contract this nondiscrimination provision.

17. TERMINATION OF CONTRACT:

The City may, by giving ten (10) calendar days written notice to the Contractor, terminate this contract prior to the designated completion date FOR DUE CAUSE. Due cause for termination shall be, but not limited to, the best interests of the City, failure of the product to meet specifications, and/or for reasons of unsatisfactory service. The City may, upon giving thirty (30) calendar days written notice to Contractor, terminate the contract with or without cause. Upon termination or other expiration of the contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

18. HOLD HARMLESS:

Vendor hereby agrees to protect, defend, indemnify and hold harmless, City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgements, demands, penalties, fines, defense costs, and consequential damage and liability of any kind of nature, however caused, arising directly or indirectly out of the obligations or operations herein undertaken by Vendor, caused in whole or in part by any act or omission of the Vendor, any subcontractors, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence or willful misconduct of the City. Vendor will conduct all defense at its sole cost and expense and City shall have right to approve or disapprove Vendor's legal counsel. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor.

19. DEVIATIONS:

If there are any deviations from the specifications set forth herein, the bidder shall note the deviations in his bid. Failure to note a deviation from the specifications may be grounds for rejection by the City of that particular bid. Where deviations are noted, the City reserves the right to accept a quote containing such deviations provided that, in the sole opinion of the City, the deviation or deviations so noted do not affect the overall capability of the item quoted to perform the function for which it is to be acquired and such deviations result in a lesser total cost to the City for the subject item.

20. GOVERNING LAW AND VENUE:

Any action filed regarding the award of this Bid/Proposal must be filed with the Superior Court of the County of Shasta, California.

Any subsequent agreement shall be deemed to have been entered into in Redding, California; all questions of the validity, interpretation or performance of any of its terms or of any rights or

obligations of the parties to the agreement shall be governed by California law; and any action brought by either party to enforce any of the terms of the agreement shall be filed with the Superior Court of the County of Shasta, California.

21. DEFAULT BY SUPPLIER:

In case of default by Supplier, the City reserves the right to procure the goods or services from other sources and to hold the Supplier responsible for any excess costs occasioned to the City thereby. Supplier must notify the City immediately upon knowing that non-performance or delay will apply to this order whether as a result of *Force Majeure* or not. Supplier shall not be held accountable for additional costs incurred due to default as a result of *Force Majeure*. When delay is ascertained Supplier is to submit in writing a Recovery Plan for this order. If the Recovery Plan is not acceptable to the City or not received within 10 calendar days of the necessary notification of delay or *Force Majeure* default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

22. CITY OF REDDING BUSINESS LICENSE

The awarded Vendor/Contractor may be required to obtain a City of Redding Business License per Municipal Code 6.02 – Business Licenses.

6.020.020 It is unlawful for any person to be engaged in business in the city without having a valid license from the city to do so, in compliance with any and all regulations contained in this chapter pertaining to the business, unless the person is exempt under the provisions of this chapter. No person who is an employee, or the direct representative of a licensee, shall be required to pay a license fee for doing any part of the work of the licensee.

23. INSURANCE (IF REQUIRED)

Contractor shall designate the City of Redding, 777 Cypress Avenue, Redding, CA 96001 as the Certificate Holder of the insurance. Contractor shall furnish the City with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be submitted electronically via the City's approved system for electronic insurance document management. A link will be provided for the Contractor, or their insurance agent, to enter and upload documents directly to the City's approved electronic system. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved in the City's approved electronic system by the City's Risk Manager prior to the commencement of contracted services. The Contractor is to cease performing work if out of compliance with these requirements. The City may withhold payments to the Contractor if adequate certificates of insurance and required endorsements have not been submitted as described above or provided in a timely manner.