



INVITATION FOR BID (IFB) NO. 15-438

FOR

**BODY REPAIR AND PAINTING SERVICES FOR
TRANSIT BUSES AND HEAVY DUTY VEHICLES**

**CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650**

**IFB RELEASE: MONDAY, JANUARY 12, 2015
SUBMISSION OF QUESTIONS: MONDAY, JANUARY 26, 2015
BID DUE: TUESDAY, FEBRUARY 17, 2015**

TABLE OF CONTENTS

<u>Section</u>	<u>Page(s)</u>
NOTIFICATION TO BIDDERS	4
COVER LETTER	5-6
ESTIMATED SCHEDULE OF EVENTS	7
BID SUBMISSION CHECKLIST	8
SECTION 1 - INSTRUCTIONS TO BIDDERS	9-15
IB.1 Bid Format and Submittal	
IB.2 Examination of Bid Documents	
IB.3 Addenda	
IB.4 Clarifications	
IB.5 Errors in Bids	
IB.6 Withdrawals of Bid	
IB.7 References	
IB.8 Bid Signatures	
IB.9 Pre-Contractual Expenses	
IB.10 City of Norwalk Rights	
IB.11 Regulations/Certifications	
IB.12 Responsibility for Compliance with Legal Requirements	
IB.13 Confidentiality and Public Record	
IB.14 Joint Offers	
IB.15 Company Experience, Facility and Personnel	
IB.16 Single Bid Response	
IB.17 Price Sheet	
IB.18 Protest Procedures	
IB.19 Incorporation of Bid into Agreement	
IB.20 Award of Contract	
IB.21 Disadvantaged Business Enterprise (DBE) Participation	
SECTION 2 - GENERAL TERMS AND CONDITIONS	16-27
GC.1 Definitions	
GC.2 Assignment and Subcontractors	
GC.3 Sample Agreement	
GC.4 Notice of Labor Dispute	
GC.5 Disputes	
GC.6 Assumption and Risk of Loss	
GC.7 Licensing, Permits and Taxes	
GC.8 Waiver of Terms and Conditions	
GC.9 Indemnification	
GC.10 Interest of Members of the City	
GC.11 Termination for Default	
GC.12 Cancellation of Agreement	
GC.13 Termination for Convenience	

<u>Section</u>	<u>Page(s)</u>
SECTION 2 - GENERAL TERMS AND CONDITIONS – CONTINUED	16-27
GC.14 Force Majeure	
GC.15 Inspection and Acceptance Criteria	
GC.16 Excess Reprocurement Liability	
GC.17 Delivery	
GC.18 Method of Payment	
GC.19 Non-Restrictive Clauses	
GC.20 Insurance	
GC.21 Certificate of Non-Collusion	
GC.22 Patent and Copyright Infringement	
GC.23 Conflicts of Interest	
GC.24 Order of Precedence	
GC.25 Changes	
GC.26 Drug and Alcohol Requirements	
GC.27 Drug and Alcohol Requirements (Personnel)	
SECTION 3 - SCOPE OF WORK	28-34
SECTION 4 - FORM OF CONTRACT (SAMPLE)	35-42
SECTION 5 - FORMS AND CERTIFICATIONS	43-57
Letter of Transmittal	
Exhibit A - Scope of Work	
Exhibit B - Vehicle Descriptions	
Exhibit C - Price Sheet	
Exhibit D – References	
Exhibit E - Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	
Exhibit F - Certification of Non-Collusion	
Exhibit G - Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters	
Exhibit H - Certification of Restrictions on Lobbying	
Exhibit I - Designation of Subcontractors	
California Unified Certification Program (CUCP) Roster of Certifying Agencies	

NOTIFICATION TO BIDDERS

The City of Norwalk invites prospective Bidders to submit bids for body repair and painting services for transit buses and heavy duty vehicles for Norwalk Transit System (NTS), a department of the City of Norwalk, a municipal government. Bids must be submitted in accordance with the conditions outlined in the Invitation for Bid ("IFB") attached hereto.

Comments regarding this IFB provided by any other department, employee, or City of Norwalk office other than the Purchasing Division shall not be considered valid and the City will not be bound by any such comments or responses. All comments or questions to this IFB must be submitted in writing.

The successful Bidder will be required to comply with Equal Employment Opportunity and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby notifies all Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this IFB, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all bids, to waive information or irregularities to the extent permitted by law in any bid received and to be the sole judge of the merits of the respective bids received.

DATE: JANUARY 12, 2015
ATTENTION: PROSPECTIVE BIDDERS
SUBJECT: INVITATION FOR BID (IFB) NO. 15-438
TITLE: BODY REPAIR AND PAINTING SERVICES FOR TRANSIT BUSES AND HEAVY DUTY VEHICLES

The City of Norwalk ("City") invites Bids from qualified and experienced companies ("Bidders") to provide Norwalk Transit System (NTS), a department of the City of Norwalk, body repair and painting services for transit buses and heavy duty vehicles.

The term of the proposed Agreement shall be from July 1, 2015 to June 30, 2018 ("initial term"). City may review the successful Contractor's performance under the Agreement and, upon mutual agreement with Contractor, may extend the Agreement beyond the initial term for two (2) additional one (1) year periods from July 1st through June 30th of each year thereafter.

A pre-bid conference will **not** be held. All inquiries and comments concerning this IFB are due on Monday, January 26, 2015 no later than 3:00 p.m. and shall be submitted in writing by fax (562) 929-5966 to:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
Attn: Darlene Mena*

Bids must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00 a.m., on Tuesday, February 17, 2015 via U.S. Mail, FedEx, UPS or courier or in person. Bids received after the above listed date and time will not be considered, regardless of postmark. Prospective Bidders are responsible for having Bids deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Bidders responding to this IFB must submit one (1) original and two (2) copies of their bid in a sealed envelope clearly marked as follows:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
"IFB NO. 15-438, BODY REPAIR AND PAINTING SERVICES FOR
TRANSIT BUSES AND HEAVY DUTY VEHICLES"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Bids must contain an original signature by an authorized officer of the company.

The successful Bidder will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Norwalk hereby notifies all prospective Bidders that the City will require each Bidder affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this IFB, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all Bids, to accept all or any part of any bid, to waive any informality or minor irregularities in any bid received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective bid received.

Issued by:

CITY OF NORWALK
Purchasing Division

/s/Darlene Mena
Buyer

ESTIMATED SCHEDULE OF EVENTS

- | | |
|-------------------------------|--------------------------------------|
| 1. Monday, January 12, 2015 | INVITATION FOR BID (IFB) RELEASE |
| 2. Monday, January 26, 2015 | LAST DAY FOR SUBMISSION OF QUESTIONS |
| 3. Monday, February 2, 2015 | RESPONSE TO QUESTIONS |
| 4. Tuesday, February 17, 2015 | BID DUE DATE |
| 5. Tuesday, April 7, 2015* | CITY COUNCIL APPROVAL |
| 6. Wednesday, July 1, 2015 | FIRST DATE OF SERVICE |

* *Tentative Dates*

BID SUBMISSION CHECKLIST

This checklist must be completed and returned with the Bid. Failure to return this checklist may be cause for considering the Bid non-responsive.

	Description	Source / Section	Bidder shall initial here
1	Bid (one (1) original and two (2) copies)	IB.1	
2	Letter of Transmittal	IB.8	
3	Regulations/Certifications	IB.11	
4	Drug and Alcohol Requirements	GC.26	
5	Price Sheet	Exhibit C	
6	References	Exhibit D	
7	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit E	
8	Certification of Non-Collusion	Exhibit F	
9	Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters	Exhibit G	
10	Certification of Restrictions on Lobbying	Exhibit H	
11	Designation of Subcontractors	Exhibit I	
	OPTIONAL ITEMS		
12	Requests for exceptions or deviations.	IB.1	

Company Name:	
Name of Bidder initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO BIDDERS

IB.1 BID FORMAT AND SUBMITTAL

Bids must be received at the City of Norwalk Purchasing Division by 11:00 a.m. on Tuesday, February 17, 2015, via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "Bid No. 15-438 Body Repair and Painting Services for Transit Buses and Heavy Duty Vehicles". Hard copy (printed) submittal of the Bid documents is required. Respondents to this IFB must submit one (1) original and two (2) copies of their Bid on the provided Exhibit C in a sealed envelope to:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
"IFB No. 15-438, BODY REPAIR AND PAINTING SERVICES FOR
TRANSIT BUSES AND HEAVY DUTY VEHICLES"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Bids must contain an original signature by an authorized officer of the company. Bids will be publicly opened at the specified time in the Purchasing Division of City Hall, Room 6.

Bids received after the above listed date and time will not be considered, regardless of postmark. Bids shall be time stamped when received and will be accepted up to and no later than the time indicated than the time indicated in this IFB. The Bidder assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Bidders assume responsibility for having Bids deposited on time at the place specified.

Bids shall not include a photocopy of the following:

- 'INSTRUCTIONS TO BIDDERS' [Section 1],
- 'GENERAL TERMS AND CONDITIONS' [Section 2],
- 'SCOPE OF WORK' [Section 3], and
- 'FORM OF CONTRACT (SAMPLE)' [Section 4] of this IFB.

Bids shall be typed and submitted on the provided Exhibit C. Bids shall not include any unnecessarily elaborate or promotional material. Bids may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Bids will not be valid until all information has been verified and Bidders references have been checked. All Bids shall be accompanied by a completed and signed 'Letter of Transmittal' provided as a part of this IFB.

Bids shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Bid non-responsive. Unauthorized conditions, limitations, or provisions attached to a Bid will render the Bid non-conforming and non-responsive and may cause its rejection. The completed Bid shall be without interlineations, alterations, or erasures. Bidder submitting basic conforming Bids may choose to submit alternate Bids as complete and separate offers, if the alternate Bid offers technical or other improvements or modifications, which are to the overall benefit to the City of Norwalk and its passengers. Any and all alternate Bids must be submitted in writing and included with the original Bid, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Bid documents shall be deemed to include by reference each and every one of the following:

Invitation for Bid (IFB)
Addenda to IFB
Supplements to IFB
All other required forms

IB.2 EXAMINATION OF BID DOCUMENTS

By submitting a Bid, Bidder represents that: (1) Bidder has thoroughly examined and become familiar with the Work required under this IFB, (2) Bidder comprehends all conditions that may impact the Bid, (3) Bidder has reviewed of all addenda, and (3) Bidder is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this IFB, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Bidders' own risk. A Bidder shall have no claim against the City based upon ignorance of or misunderstanding of the IFB documents. Once the award has been made, failure of a Bidder to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Bidder to withdraw its Bid or to seek additional compensation.

IB.3 ADDENDA

Any changes made by the City to the requirements in this IFB will be made by written addenda. Any written addenda issued to this IFB shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. The City reserves the right to revise or withdraw this IFB at any time and for any reason.

IB.4 CLARIFICATIONS

Should a Bidder require clarifications of this IFB, the Bidder shall notify the contact person identified in this IFB in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the IFB.

All questions, clarifications or comments must be submitted to the contact person in the Purchasing Division no later than 3:00 p.m., Monday, January 26, 2015. No questions will be answered individually by the Transportation Department.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for IFB No. 15-438". Questions may be faxed to (562) 929-5966, ATTENTION: Darlene Mena, Purchasing Division. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this IFB. Every attempt will be made to provide responses to all Bidders in accordance with the procurement schedule for this IFB. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IB.5 ERRORS IN BIDS

All Bidders are responsible for errors and omissions in their Bids. No consideration will be given by the City to allow Bids to be withdrawn once a Bid has been opened. Any errors and omissions will not serve to diminish the Bidder's obligations to the City.

IB.6 WITHDRAWAL OF BIDS

Bidders may withdraw their Bids in writing, provided that such requests are received by the City prior to the scheduled deadline for Bid submission or within six months following the scheduled deadline for Bid submission when no contract has been awarded.

IB.7 REFERENCES

All reference information requested in this IFB and specified in the form included in this IFB must be submitted with the Bid. Refer to Exhibit D.

IB.8 BID SIGNATURES

If an individual makes the Bid it shall be signed and the full name and address of the Bidder shall be given.

If a partnership makes the Bid, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Bid, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Bid. Certified letter is to be included in the Bid accompanied with the 'Letter of Transmittal'.

IB.9 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Bidder in:

- Preparing the Bid in response to this request.
- Submitting that Bid to the City.
- Negotiating with the City any matter related to this Bid, and/or
- Any other expenses incurred by the Bidder prior to date of award.

IB.10 CITY OF NORWALK RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Bids for no reason or any reason including but not limited to the following:
 - a. The Bid is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.

- b. The Bidder, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Bidder failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Bid that, in the opinion of the City is so unbalanced in comparison to other Bids received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
 3. Accept all or any part of a Bid.
 4. Cancel the entire IFB;
 5. Issue subsequent IFBs;
 6. Waive any errors or informalities in any Bid, to the extent permitted by law.

IB.11 REGULATIONS/CERTIFICATIONS

Successful Bidder and, if applicable, subcontractor must be current with all fees to and in conformance with the:

- a. Environmental Protection Agency (EPA),
- b. South Coast Air Quality Management (SCAQMD),
- c. Department of Toxic Substances Control (DTSC),
- d. California Air Resources Board (CARB), and
- e. California Occupational Safety and Health Act (CALOSHA) regulations and
- f. all other federal, state, any and all other laws, statutes, ordinances, and regulations. Evidence of certifications shall accompany Bid.

Bidder shall submit copies of the following with bid:

- a. EPA ID number
- b. California Bureaus of Automotive Repair (BAR) registration
- c. Waste hauler certificate
- d. SCAQMD Permit to Operate (Spray booth)
- e. Business License
- f. Major paint manufacturer certificate
- g. Automotive Service Excellence (ASE) certification and/or I-CAR certification
- h. Supplemental Restraints Specialist (SRS) certification

Bidder shall describe which postings are in public view.

Bidder shall provide a statement that all products used in correlation to the Scope of Work herein are from the same manufacturer and are in compliance with:

- a. EPA,
- b. SCAQMD Rules 1151, 1107, and 1171,
- c. DTSC,
- d. CARB, and
- e. CALOSHA regulations, and all other federal, state, and local laws, statutes, ordinances, and regulations.

Bidder shall provide a statement that disposal of waste is in compliance with EPA requirements.

Successful Bidder shall maintain all material safety data sheet (MSDS), safety data sheet (SDS), or product safety data sheet (PSDS) pursuant to the Scope of Work outlined herein.

IB.12 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Bidder's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless, of whether or not they are referred to in the IFB.

IB.13 CONFIDENTIALITY AND PUBLIC RECORD

All Bidders are hereby put on notice that each Bid received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Bid confidential as a trade secret is first obtained, each Bid shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Bids or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Bid or portion thereof where such disclosure is required by law.

IB.14 JOINT OFFERS

Where two or more Bidders desire to submit in response to this IFB, they shall do so on a prime-subcontractor basis rather than as a joint venture. City of Norwalk intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Bid submitted on behalf of any form of joint venture or partnership between two (2) existing Bidders may be considered collusive and may be rejected as non-responsive.

IB.15 COMPANY EXPERIENCE, FACILITY AND PERSONNEL

Company Experience. Bidder shall have a minimum of five (5) years experience painting and repairing body damage, preferably for transit buses and heavy duty vehicles, caused by rust, aging, vandalism, and/or a vehicular accident. Bidder shall be knowledgeable and experienced with compliance to the precautions and safety procedures in painting Compressed Natural Gas (CNG) fueled buses, diesel fueled buses, and gasoline/electric hybrid buses.

Facility. All painting shall be performed in a paint booth owned by successful Bidder or Bidder's subcontractor; and shall be in compliance with the following regulatory agencies:

- a. EPA,
- b. SCAQMD,
- c. DTSC, and
- d. CALOSHA regulations and,
- e. all other applicable federal, state, and local laws, statutes, ordinances and regulations.

Personnel. It shall be the burden of the successful Bidder to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Bidder. Personnel shall not be employees of or have any contractual relationship with the City. Successful Bidder's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Bidder will not be tolerated and the offense can be justification for termination of contract. All sub-contractors of successful Bidder shall abide by all the requirements set forth in this section.

- a. Contractor's employee(s) utilized to paint City vehicles shall be certified by a major paint manufacturer.
- b. Contractor's employee(s) shall be Automotive Service Excellence (ASE) certified technicians and/or I-CAR certified technicians.
- c. Contractor shall have one employee certified for Supplemental Restraints Specialist (SRS) or show proof of affiliation with local SRS shop.

IB.16 SINGLE BID RESPONSE

If only one Bid is received in response to this IFB, a detailed cost/price Bid may be requested of the Bidder. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Bidder must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IB.17 PRICE SHEET

Bid shall itemize the offered price for each line item indicated in the Price Sheet, Exhibit C. The total price shall include all items/costs necessary for completion of all work indicated in Section 3, Scope of Work. All prices shall be F.O.B. destination.

IB.18 PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (IFB) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the IFB shall be received no later than ten (10) days prior to the Bid due date; or within five (5) days after Bid opening.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

IB.19 INCORPORATION OF BID INTO AGREEMENT

This IFB and the Bidder's response, including all promises, warranties, commitments and representations made in the successful Bid, shall be binding and incorporated by reference in the City's contract with the successful Bidder.

IB.20 AWARD OF CONTRACT

The contract resulting from this IFB will be awarded to the responsive and responsible Bidder whose bid, conforming to the requirements of the IFB, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a bid;
- (b) Reject any or all bids for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire IFB; or
- (f) Issue subsequent IFBs.

IB.21 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Effective October 1, 2012, the City of Norwalk's Department of Transportation Federal Transportation Administration (FTA) overall anticipated level of DBE participation for federal fiscal year 2014/15 is 2.5% of federal financial assistance. No specific goals are set on a contract by contract basis. The goal is accomplished through the use of race-neutral measures in accordance with 49CFR, Part 26. The City shall take all necessary steps to ensure non-discrimination in the award of all contracts to meet the objectives of the above cited regulation. When listing sub-contractors in Exhibit H, Bidder shall identify them as DBE with the approximate value of their sub-contract.

SECTION 2 - GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement	The Contract to be negotiated and entered into by the City and the successful Bidder for the work described in this IFB.
Bidder/Vendor/Contractor Consultant	Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this IFB.
Change	Additions, deletions or other revisions to the Work within the general scope of the contract. The City through issuance of a modification must direct a change.
City	The City of Norwalk, a municipal corporation.
Contract	The written agreement executed by the City and the successful Bidder which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.
Days	Calendar days unless specifically noted otherwise.
Defect	Patent or latent malfunction of failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
IFB	Invitation for Bid
Notice to Proceed	Purchase Order issued from the City to the successful Bidder specifying the date on which the Work under the Contract is to be initiated.
Bidder	Offeror or Contractor or Consultant
Special Provisions	Contract Document containing requirements that modify or supplement the General Terms and Conditions.
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," Statement of Work" or "Scope of Work" or "Scope of Services".

Work Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Bidder to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this IFB nor any interest herein nor claim hereunder may be assigned by successful Bidder either voluntarily or by operation of law, nor may all or part of this IFB or subsequent agreement be subcontracted by successful Bidder, without the prior written consent of the City of Norwalk. Consent by the City shall not be deemed to relieve successful Bidder of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Bidder prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Bidder has knowledge that any actual or potential labor dispute may delay the award of this IFB, Bidder shall immediately notify and submit all relevant information to the City of Norwalk. Bidder shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Bidder shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Bidder mails or otherwise furnishes a written appeal to the City of Norwalk City Manager. In connection with any such appeal, the successful Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Bidder and the successful Bidder shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Manager, successful Bidder shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Bidder arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court for Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Bidder shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Bidder shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the IFB at the F.O.B. point specified herein, and upon such delivery Bidder's responsibility for loss or damage shall cease, except for loss or damage resulting from Bidder's negligence.

GC.7 LICENSING, PERMITS AND TAXES

The Bidder shall maintain all appropriate licenses required by the State of California for the work required under the terms of this Agreement. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Bidder. The awarded Bidder is to obtain necessary City of Norwalk licenses.

GC.8 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Bidder to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.9 INDEMNIFICATION

Successful Bidder shall comply with this section and the language of this section shall be adopted in the agreement:

Contractor shall indemnify, defend and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit E. Contractor's covenant under this Section and Exhibit E shall survive the expiration or termination of this Agreement.

GC.10 INTEREST OF MEMBERS OF THE CITY

The successful Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Bidder

further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Bidder.

GC.11 TERMINATION FOR DEFAULT

Upon failure of the successful Bidder to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Bidder at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Bidder shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Bidder liquidated damages.

GC.12 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Bidder is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.13 TERMINATION FOR CONVENIENCE

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Bidder of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by the City, the successful Bidder shall: (1) stop work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the successful Bidder under the orders and subcontracts so terminated in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by the City the fabricated or un-fabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by the City, any property of the types referred to above, provided, however, that the successful Bidder shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City

to the successful Bidder under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct; (7) complete performance of such part of the work as shall not have been terminated by the notice of termination; (8) take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Bidder and in which the City has or may acquire an interest. Payments by the City to the successful Bidder shall be made for all services completed and/or delivered up to and including the effective date of termination but not thereafter. Except as otherwise provided, settlement of claims by the successful Bidder under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended.

GC.14 FORCE MAJEURE

The successful Bidder shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Bidder. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

GC.15 INSPECTION AND ACCEPTANCE CRITERIA

All repaired and/or painted vehicles delivered to the City of Norwalk are subject to final inspection and acceptance by the City immediately upon delivery of the vehicle for thoroughness and quality of work. In the event the performed work is found to be incomplete, substandard, and/or unacceptable, the City reserves the right to withhold payment until such work is acceptable. Contractor shall have fourteen (14) calendar days from notice from City to correct any incomplete, substandard, and/or unacceptable work. The following shall be used as the "Acceptance Criteria" by City:

UNIFORMITY. Appearance shall be consistent over entire bus and/or heavy duty vehicle, both individual panels and in between adjacent panels within a zone and throughout the bus and/or vehicle.

COLOR UNIFORMITY. Colors shall maintain consistency across the entire vehicle.

- a. **PAINT SURFACE BLEMISHES – FISH EYES – BUBBLES/CRATERS.** Small round depressions in the paint film which may or may not expose the underlying surface. This will be visually inspected and reported as applicable.
- b. **SOLVENT POP.** Small holes in a paint film usually caused by trapped solvent or porosity. Solvent boils are small, clustered, raised but unbroken bubbles in a paint film surface. This will be visually inspected and reported as applicable. An acceptable criterion is for pinhole type solvent pops, which are visible from three (3) feet away.
- c. **POLISH MARKS.** Visible swirl marks or hazy marks, which are caused by polishing techniques viewed in reflected or non-reflecting lighting. Swirl marks or hazy marks, which are visible, are acceptable provided the loss meets the previously described standard.
- d. **SAGS AND RUNS.** This will be visually inspected and reported as applicable
- e. **SCRATCHES ON SURFACE OF PAINT FILM.** This will be visually inspected and

reported as applicable.

f. PINHOLES. Small holes in a paint film, usually in the area of fiberglass gel-coat parts (i.e. porosity). This will be visually inspected and reported as applicable.

g. PAINT CHIPS. The absence of a small portion of the paint film. This will be visually inspected and reported as applicable. Touch-up is acceptable if no color change.

h. DING. A localized depression or protrusion in the metal surface or substrate, which is visible after paint. This will be visually inspected without fluorescent light and reported as applicable.

i. OVERSPRAY. Rough or gritty texture on paint film surface. No visible overspray is acceptable. This will be visually inspected and reported as applicable.

j. FILE/GRIND MARKS. Cuts in the surface metal caused by poor sand/file technique or improper repair that are visible after paint. This will be visually inspected and reported as applicable.

k. FILM THICKNESS OF THE PAINTED SURFACE. All primer and topcoat film thickness shall be applied and measured in accordance with the Paint Manufacturer's standards.

l. PAINT STRIPE AND PAINT BREAK.

A stripe is defined as any color less than eight (8) inches in width.

A paint break is wider than eight (8) inches.

i. Paint stripes and paint breaks shall be free of chipping or loss of small portion paint. When a single stage coating application process is used, with more than one color, there will be a ridge where the adjacent colors meet. This will be visually inspected and reported as applicable.

ii. The ridge is created by the different mil thickness of each color. Most colors require different mil thickness to accomplish total "hiding".

iii. Mil thickness shall be applied and measured in accordance with the Paint Manufacturer standards. Touch up on paint stripe or paint break is acceptable if there is no color change.

iv. Touch-up, wet sand, and polish are acceptable repairs.

m. TRANSIT BUSES. The color shall not vary from Pantone Color System in correlation to the Scope of Work herein for transit buses.

n. HEAVY DUTY VEHICLES. The color shall not vary from Original Equipment Manufacturer's original color for heavy duty vehicles.

GC.16 EXCESS REPROCUREMENT LIABILITY

Bidder shall be liable to the City of Norwalk for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by the Bidder hereunder, should Bidder fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprourement expense obligation by Bidder shall be limited to the excess over the price specified herein for such items or services.

GC.17 DELIVERY/INSTALLATION

The services and/or equipment described herein are to be rendered for the City of Norwalk.

GC.18 METHOD OF PAYMENT

City will pay successful Bidder in accordance with the following terms and procedures: Successful Bidder shall submit written invoices to City by the 10th of each month clearly detailing the services furnished by successful Bidder during the preceding month and for all other supplies and services provided by successful Bidder. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the contract number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the Contractor's taxpayer identification number.

GC.19 NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Bidder, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

Requests for "or approved equal", clarification of the specifications, and complaints on specifications must be received by the City, in writing, not less than fourteen (14) full days before the Bid opening date. Any request for an approved equal or complaint concerning the equipment or material specifications must be fully supported with technical data, test results, or other pertinent facts as evidence that the substitute offered is equal to or better than the specification requirement.

Time limitations in this section must be complied with strictly and in no case will an extension of time for performance of this contract be granted because of Contractors failure to request a substitution of an alternative item at the times and manner set forth herein. Furthermore, if a proposed substitution is rejected, Bidder shall be responsible to provide the item or product or work as originally specified at no additional cost to the City. The City has the complete and sole discretion to determine if an item or article is an equal item.

GC.20 INSURANCE

Bid shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Bidder be awarded a contract pursuant to this IFB.

Successful Bidder shall comply with this section and the language of this section shall be adopted in the agreement:

Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best Insurance Rating Guide, and approved by City, a policy or policies of:

(1) Broad-form commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000);

(2) Automobile liability insurance, with minimum combined single limits of One Million Dollars (\$1,000,000); and

(3) Workers' compensation insurance with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of Contractor's performance of services under this Agreement.

Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officials, officers, employees, agents and representatives; (2) except for the workers' compensation policy, the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to City, unless canceled for non-payment, then ten (10) calendar days' notice shall be given.

All insurance coverages shall be confirmed by execution of endorsements required under this Section. Contractor shall file the endorsements with City on or before the date of commencement of services pursuant to this Agreement, and thereafter maintain current endorsements on file with City. The endorsements are subject to City's approval. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section.

GC.21 CERTIFICATE OF NON-COLLUSION

Bidder's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and 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 to the Bidder or another Bidder an advantage over any other Bidder. Refer to Exhibit F.

GC.22 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Bidder against patent or copyright infringement, statutory or otherwise, it is agreed that successful Bidder shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent

or copyright and successful Bidder shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Bidder is promptly notified in writing of the suit or claim and given authority, information and assistance at the Bidder expense of same.

However, the successful Bidder will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Bidder when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Bidder shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Bidder shall not be obligated to indemnify the City under any settlement made without the Bidder's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Bidder's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Bidder, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.23 CONFLICTS OF INTEREST

Each Bidder represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Bidder shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Bidder further covenants and warrants that successful Bidder and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this IFB, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Bidder and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom successful Bidder is not currently performing work that would require successful Bidder or one of its officers, employees, associates or subconsultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.24 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents will be:

The Agreement and any written amendment thereto
General Conditions
Scope of Work

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.25 CHANGES

The City may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.
2. Method of delivery or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Project Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Project Manager decides that the facts justify it, the Project Manager may receive and act upon a change bid submitted before final payment of the contract.

If the Contractor's bid includes the cost of property made obsolete or excess by the change, the Project Manager shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

GC.26 DRUG AND ALCOHOL REQUIREMENTS

At the time of the submittal of bid, the Contractor shall submit to the City an alcohol and drug-free workplace program which at a minimum shall include the following:

- A. An alcohol and drug-free workplace policy statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishment of an on-going alcohol and drug-free awareness program to inform its employees about:
 1. The Contractor's policy of maintaining an alcohol and drug-free workplace.
 2. The dangers of alcohol and drug abuse in the work place.
 3. Any available alcohol and drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon an employee for alcohol and drug abuse violations occurring in the work place.
- C. Provide to all employees engaged in the performance of the Contract a copy of the alcohol and drug-free policy statement.
- D. As a condition of initial employment of any Contractor's employee, employment shall be conditional until pre-employment drug screening has been passed. Drug test types shall be enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NIDA) standards by a NIDA certified laboratory.
- E. Notification to all employees, in writing, that as a condition of employment the employee will:

1. Abide by the terms of the policy statement.
 2. Upon request by the Contractor, agree to submit to a drug screening/alcohol test if either of the following exists:
 - Reasonable suspicion exists to believe the employee is under the influence or possession of drugs, alcohol or other controlled substances, or
 - Employee is involved in an accident or situation that results in an injury to the employee or any other individual on the Work site or property damage.
 - Drug type tests shall be Enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NDIA) standards by a NIDA certified laboratory.
 3. Notify the employee, in writing, of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
 4. Notify the employer of employee's use of prescription drugs which may impair alertness during work hours.
 5. Upon reasonable suspicion of a violation of policy, submit to a search and inspection upon entering, while working or leaving the Work Site.
 6. Upon returning to active employment from rehabilitation for alcohol or drug abuse, sign a "Return to Work Agreement", agreeing to unannounced testing for a period of one (1) year, maintaining an acceptable attendance and performance record and participation in follow-up treatment/counseling recommendations by the treatment program.
- F. Notifying the City's contracting officer in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of an employee's conviction under a criminal drug statute for a violation occurring in the workplace. The notice shall include the name and position title of the employee.
- G. Within thirty (30) calendar days after receiving notice of a conviction, take one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace.
1. Taking appropriate personnel action against such employee up to and including termination, or
 2. Requiring such employees to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by Federal, State or local health, law enforcement or other appropriate agency.
- H. Provide, throughout the construction period, periodic seminars and instruction to site superintendents, supervisory personnel including foreman and other key employees in the characteristics, behavior and detection of alcohol and drugs.
1. The Contractor, if an individual, agrees by award of the Contract, not to engage in the unlawful manufacture, dispensing, possession, or use of a controlled substance in the performance of the Contract.
 2. If the Contract involves the use of Union Craft personnel performing the Work, the Contractor may wish to obtain a Memorandum of Understanding regarding its Alcohol and Drug-Free Workplace program from the Unions involved.

GC.27 DRUG AND ALCOHOL REQUIREMENTS (PERSONNEL)

Personnel Licenses. All 'safety-sensitive' personnel must have a satisfactory driving record and provide the City of Norwalk Transportation Department a current DMV H-6 print out when requested and shall possess a California Department of Motor Vehicles (DMV) Commercial Driver's License (CDL) for the designated class of vehicle.

Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services.

SECTION 3 - SCOPE OF WORK

1. Estimates for Repair. CONTRACTOR shall submit legible handwritten or typed estimates to the CITY based on the initial evaluation of the vehicle. These estimates will be calculations of the approximate dollar amount of repair costs. CITY understands that an estimate submitted may be increased or decreased by the CONTRACTOR after a more thorough evaluation of the vehicle, including, for example, an assessment of the availability of parts and hidden damage.

1.1 Estimate Process. CONTRACTOR shall provide free estimates for repair and/or painting services at the request of the CITY at the Transportation/Public Services Facility.

a. CITY shall perform a brief overall inspection of the vehicle prior to CONTRACTOR's inspection and estimate. It shall be the CONTRACTOR's responsibility to perform a thorough evaluation prior to producing an estimate.

b. CONTRACTOR shall take digital photographs of vehicle during inspection. Photographs shall accompany the submission of estimate.

c. Should the CONTRACTOR be unable to provide an estimate at the Transportation/Public Services Facility, the CITY shall be responsible to coordinate the delivery of the vehicle to the CONTRACTOR's place of business at no cost to the CONTRACTOR.

1.2 Total Loss Vehicle. Should the CONTRACTOR determine that the vehicle is categorized as a "total loss", the CONTRACTOR shall submit a written justification of the determination to the CITY within five (5) working days after evaluation of vehicle.

1.3 Estimate Format. Estimates shall possess the following:

- a. City Vehicle Identification number
- b. Vehicle Identification Number (VIN)
- c. Vehicle license number, and
- d. Odometer reading at the time of estimate

1.4 Fees. All fees shall be associated with body and fender, frame/alignment, mechanical, paint and paint materials, decals, hourly labor rate for decal removal and disposal, parts, sublet, hourly labor rate, hourly paint labor rate, environmental fees, towing charges, and freight charges. Miscellaneous fees are not permitted on the estimate.

1.5 Parts. Estimates are to include the price for all new Original Equipment Manufacturer (OEM) part(s). If new OEM part(s) are unavailable from the manufacturer at the time of estimate, CONTRACTOR's estimate may quote the price for an aftermarket/approved equal part(s) pursuant to written authorization from the CITY.

a. At no such time shall NTS be responsible for CONTRACTOR maintaining a parts inventory for the repair of NTS vehicles.

1.6 Additional Repair Determination. CONTRACTOR shall submit a written notification to CITY within twenty-four (24) hours of any discovery of hidden damage and provide a revised estimate within five (5) business days from initial written notification to CITY. CITY may or may not elect to inspect the discovered hidden damage and shall provide CONTRACTOR written

notification of such. CITY shall provide written authorization to CONTRACTOR to proceed with repair of discovered hidden damage or refrain from repairing hidden damage.

1.7 Supplemental Body Work. CONTRACTOR shall contact CITY if supplemental body work is discovered in addition to the original work order requested. CONTRACTOR shall prepare a separate estimate detailing individual line item prices (i.e. parts, labor, supplies, etc.) of such work and submit verbal or written estimate to CITY within forty-eight (48) hours.

2. Approval for Repair. Upon receipt of estimate for any such repair and/or supplemental body work from CONTRACTOR, CITY shall review and determine if the estimate for repair is approved. CITY shall authorize CONTRACTOR to proceed with repair by signing estimate and sending facsimile to CONTRACTOR or provide approval electronically via email. CONTRACTOR shall not commence service via a verbal approval.

2.1 CITY must authorize approval for repair(s) and/or painting services totaling \$3,999.99 or less.

2.2 CITY's self-insurer agent, the California Joint Powers Insurance Authority (CJPIA) and their adjuster, Crawford U.S. Property & Casualty, must authorize approval for repair(s) totaling \$4,000.00 or greater.

2.3 CONTRACTOR shall allow the CITY's agent, CJPIA, and its adjuster to inspect repairs.

3. Commencement of Repair.

3.1 Vehicle Pick-Up. CONTRACTOR shall be responsible for vehicle pick-up for the CITY. The CONTRACTOR shall assume all liabilities and risk associated with vehicle pick-up. Vehicles shall be picked-up at the City of Norwalk, Transportation/Public Services Facility; entrance address: 12735 Civic Center Drive, Norwalk, CA 90650. CONTRACTOR shall pick-up vehicles between the hours of 8:00 a.m. - 4:00 p.m.; between Monday through Friday.

3.2 Inspection of Vehicle. The CITY and CONTRACTOR shall perform an inspection of the vehicle when it is picked-up by the CONTRACTOR. The CITY shall be responsible to complete a "Vehicle Inspection Checklist" prior to releasing the vehicle to the CONTRACTOR and the CONTRACTOR shall provide written concurrence on the Vehicle Inspection Checklist.

4. Possession of Vehicle.

4.1 Securing Vehicles. Once CONTRACTOR takes possession of vehicle, CONTRACTOR shall store vehicle in a secure area at CONTRACTOR's facility. CONTRACTOR shall not only ensure the security of the vehicle, but also the security of all communications and specialty equipment contained on and within the vehicle and shall be responsible for any damage or theft of the vehicle and all equipment while in custody with the CONTRACTOR.

4.1.1 If CONTRACTOR takes possession of a Compressed Natural Gas (CNG) bus, CONTRACTOR shall not store CNG bus inside their facility, unless facility has been retrofitted with all safety and precautionary features to store CNG vehicles. The CONTRACTOR shall not attempt to operate, change, or otherwise manipulate any of the CNG controls or equipment. In case of an emergency with the fueling system, the CONTRACTOR shall immediately call the fire department and the CITY.

4.2 Accidents/Incidents.

4.2.1 Vehicles. When the vehicle is in the possession of the CONTRACTOR, the CITY shall be immediately notified in writing if the vehicle is involved in an accident or incident. If applicable, the City will coordinate the repairs.

4.2.2 Personnel. CONTRACTOR shall inform in writing within seven (7) calendar days to the CITY if any of the CONTRACTOR's, or subcontractor's, personnel were injured while working on CITY vehicle, including the nature of the injury and the treatment performed.

5. Preparation of Body/Paint Repair. CONTRACTOR shall prepare each vehicle for body repair and/or painting services.

5.1 CONTRACTOR shall provide all necessary painting supplies (i.e. masking tape, fasteners, paint, etc.) that are commonly stocked at a body repair shop.

5.2 CONTRACTOR shall perform mechanical repairs (radiator, frame/wheel alignment, glass replacement, hoses, engine, air conditioning, wheelchair ramp, etc.) necessary to complete repairs. CONTRACTOR may sublet such work with authorization from CITY.

5.3 CONTRACTOR shall de-install/remove all exterior lighting, mirrors, license plate and frame, reflectors, wheel fender guards, front and rear bumper, hinged panels/pieces, latches, skirt panels, and any other exterior accessory prior to painting. CONTRACTOR shall re-install removed items pursuant to OEM specifications to ensure proper fit and finish upon completion of painting services.

5.3.1 Masking. CONTRACTOR shall not mask around areas listed in Section 5.3.

a. CONTRACTOR is permitted to mask around rubberized glazing of doors and windows. CONTRACTOR shall make sure all windows are free from paint over spray and interior is free from dust and paint.

b. CONTRACTOR shall mask off City identification numbers, City logos, and OEM decals that are not required to be removed before painting.

c. CONTRACTOR shall cover engine and radiator to prevent paint over spray.

5.4 Parts Requirement.

a. CONTRACTOR shall use new OEM part(s) when available. If new OEM part(s) are unavailable from the manufacturer at the time of repair, CONTRACTOR may use aftermarket/approved equal part(s) with the written authorization from CITY despite the offering on the estimate.

b. Used parts (salvage parts) shall only be used if the required part(s) are not available new, from the OEM, or aftermarket with the written permission from the CITY. CONTRACTOR shall provide the CITY warranty description/limitation on used part(s)/salvage part(s).

c. CONTRACTOR shall retain old part(s) for forty-eight (48) hours after delivery of vehicle to CITY. After forty-eight (48) hours, CONTRACTOR shall properly dispose/recycle part(s). CITY and/or CITY's self insured agent, CJPIA, and their adjuster, Crawford U.S. Property and Casualty, reserve the right to request the old part(s) within the forty-eight (48) hours of the delivery of the vehicle.

d. CITY shall supply all specialty part(s) (i.e. arrow boards, light bars, strobe bulbs, bike racks, wheelchair lifts, etc.) to the CONTRACTOR as needed.

e. CITY has the option to provide to the CONTRACTOR body replacement parts pursuant to the repair service(s) being performed.

5.5 Decals. CONTRACTOR shall supply all vehicle striping material, OEM decals, City Identification numbers, and City logos. CONTRACTOR shall perform measurements and color match for decals to ensure congruency with CITY fleet. CONTRACTOR shall provide CITY a decal proof and obtain approval from CITY prior to production.

6. Removal and Application of Decals. If it becomes necessary to remove and apply decal(s) during repairs, CONTRACTOR, or CONTRACTOR's subcontractor shall perform all the work and furnish all labor, tools, supplies and equipment for proper decal removal/installation.

6.1 Removal.

a. CONTRACTOR shall ensure surface is free of any adhesive residue or contaminants after removal of decals.

b. CONTRACTOR shall be responsible for any excessive or unusual surface damage caused during the removal process.

c. Should a paint peeling problem or body/paint damage be discovered, the CONTRACTOR shall immediately notify the CITY before continuing with the removal process, the CITY will assess the vehicle's condition and advise the CONTRACTOR how to proceed.

6.2 Application.

a. CONTRACTOR shall allow the clear coat to cure for twenty-four (24) hours at 77 degrees prior to decal application.

b. CITY shall provide to CONTRACTOR all product and instruction bulletins to ensure CONTRACTOR properly installs decals.

7. Surface/Substrate Preparation.

7.1 Prior to any coating application, CONTRACTOR shall consult the coating supplier for the best method of surface preparation that is applicable to the type of substrate being coated.

7.2 CONTRACTOR shall clean, remove dents, repair collision damage, and replace body parts, and sand vehicle and allow to fully cure before painting.

7.3 All surfaces shall be thoroughly power washed and degreased prior to primer application. Oil, grease, moisture, dirt, rust, and other foreign matter must be removed.

7.4 CONTRACTOR shall use DuPont Sontara Pre-Saturated low VOC cleaning wipes as final wipe.

a. Body Rust Repair. Severities of rusted areas vary and in many cases are hidden from view on CITY buses and heavy duty vehicles. If CONTRACTOR should discover an unreported rust problem during repair, CONTRACTOR must document, photograph and contact CITY for approval to proceed with correction.

b. Prior to repair, CONTRACTOR shall strip all rusted areas of paint, and then rust-proof, fill in or section with new material, sand, prime, and repaint to the previous color

c. CONTRACTOR shall treat all rusted areas with a chemical treatment that bonds with the remaining traces of rust to stop further rusting from happening. Coating used must be DuPont 5717S Metal Conditioner in conjunction with DuPont 5718S, Steel and Galvanized Refinishing System Conversion Coating.

8. Primer Preparation and Procedures.

8.1 All surfaces shall be dried with compressed air. Compressed air must have a relative humidity of 30% or less. Vehicle shall be primed within twenty-four (24) hours of surface preparation.

8.2 CONTRACTOR shall sand and deglaze the surface of the vehicle and finish with a 180-220 grit sand paper.

8.3 CONTRACTOR shall re-sand surface with 320 grit sand paper. CONTRACTOR shall prime surface with DuPont 1380S polyurethane primer with 194 S activator. CONTRACTOR shall apply two coats of the primer to a dry film thickness (DFT) of 2.0-2.5 mils.

8.4 CONTRACTOR shall allow primer to cure for a minimum of ninety (90) minutes at seventy-seven (77) degrees.

9. Color Paint Codes for Transit Buses. CONTRACTOR shall adhere to the Pantone System Color Specifications (Refer to Table A below).

TABLE A

	Description	Pantone System Color Specification
1	1999 Gillig LF Bus	DuPont Imron 735085 EX White
2	2002 Gillig LF Bus	DuPont Imron 735085 EX White
3	2005-2006 New Flyer LF Bus	DuPont Imron Elite White 830458
4	2009-2010 New Flyer LF Bus	DuPont Imron Elite White 830458
5	2012-2013 Gillig CNG LF Bus	White: DuPont Imron 735085 EX White Gold Pantone Color 1345 CVC Dark Blue Pantone Color 280 CVC Cool Grey Pantone Color 4 CVC Light Blue Pantone Color 2915 CVC

10. Color Paint Codes for Heavy Duty Vehicles. CONTRACTOR shall paint heavy duty vehicle to match OEM original color. Paints used must meet or exceed the quality of the OEM

paint. Materials used shall be applied in accordance with OEM recommended application for the purpose intended.

11. Color Paint Match. CONTRACTOR shall follow all technical data sheets and color matching guides provided by the paint manufacturer for proper color matching application.

11.1 CONTRACTOR shall coordinate color(s) with coating supplier.

11.2 CONTRACTOR's coating supplier shall supply standards of color(s) to CONTRACTOR for color approval and color verification.

11.3 CONTRACTOR shall choose appropriate sample color(s) match and sign off on the most appropriate color match.

11.4 CONTRACTOR shall reproduce and date standards of color(s). A standard for each color shall be kept with the coating supplier. CONTRACTOR shall produce a duplicate standard for color verification and CONTRACTOR's files for the duration of the contract.

12. Paint Procedures. All primers, basecoats, and finishes shall be DuPont Imron.

12.1 CONTRACTOR shall follow the coating supplier's instructions regarding handling, preparing, and applying the coating, including storage, straining, mixing, viscosity, usage of thinners and pot life instructions.

12.2 Prior to painting, the CONTRACTOR shall consult product or technical data bulletins for any needed information beyond that which has been outlined herein.

12.3 Prior to painting, the CONTRACTOR shall spray out sample of paint from supplied material and verify the color to original color standard. If color is deemed useable, CONTRACTOR can begin painting. If color is unacceptable, coating supplier is to be contacted about color discrepancy before painting takes place.

12.4 CONTRACTOR shall give special attention to proper application of coatings according to the specified film build (wet and dry) recommendations of coating supplier. When properly applied to manufacturer's instructions to smooth vertical surface, the cured coating system shall produce a finish with no runs, sags, craters, pinholes, or other defects.

12.5 Surface shall be painted with DuPont Imron Elite Productive EW basecoat with 153XXS activator. The basecoat shall be three (3) coats with an expected coverage of a dry film thickness (DFT) of 2.0-2.5 mils DFT range.

12.6 The entire painting surface shall be color sanded and buffed to avoid orange peel and paint dust.

12.7 CONTRACTOR shall perform final preparation with 220-400 grit sandpaper.

12.8 CONTRACTOR shall remove all tape carefully and quickly from full basecoated vehicle.

12.9 CONTRACTOR shall inspect all areas for any dirt, dust, or other contamination prior to clear coat.

12.10 CONTRACTOR shall apply two (2) coats of DuPont Imron Elite 8840S 3.5 VOC polyurethane clear coat. The clear coat shall have an expected coverage of a dry film thickness (DFT) of 2.0-2.5 mils. Paint thickness shall conform to a minimum coating of 5.5-6 mil or above at final finish.

13. Return of Vehicle.

13.1 CONTRACTOR shall be responsible for delivering vehicle to the CITY after completion of repairs. The CONTRACTOR shall assume all liabilities and risk associated with vehicle delivery. Vehicles shall be delivered at the City of Norwalk, Transportation/Public Services Facility; entrance address: 12735 Civic Center Drive, Norwalk, CA 90650. CONTRACTOR shall deliver vehicles between the hours of 8:00 a.m. - 4:00 p.m.; between Monday through Friday.

13.2 Prior to returning repaired vehicle to CITY, the CONTRACTOR shall thoroughly clean the vehicle (exterior and interior) so the vehicle is free of dirt, road grime, body shop dust, overspray, and other foreign material so that a proper inspection of the repairs can be performed and acceptance of the vehicle by the CITY can be made.

13.3 CITY shall inspect repaired vehicle for the quality of work when delivered to CITY in accordance to GC.15 Inspection and Acceptance Criteria. CITY shall provide to CONTRACTOR in writing "Punch-List" of items that require further repair on the returned vehicle within seven (7) calendar days of vehicle delivery. The CITY shall not be required to pay CONTRACTOR for repairs to a vehicle until the CITY has accepted delivery of the repaired vehicle.

13.4 The CONTRACTOR shall respond to the CITY with a written response within seven (7) calendar days from the date on the "Punch-List" with a resolution and timeframe of when the punch-list items are to be rectified. CONTRACTOR shall be committed to resolve CITY's concerns regarding quality of work at no additional cost to CITY.

14. Warranty. CONTRACTOR shall guarantee the work product against any and all defects in workmanship or materials. All work performed shall be subject to an unconditional repair warranty of one (1) year on labor and the repair part(s) shall be in accordance to the OEM warranty. All paint used must be guaranteed against fading, decomposition, cracking, extensive loss of gloss, color fading, color chalking moisture blistering, or peeling for a period that is specified with the paint manufacturer 's warranties.

15. Listing of Vehicles. Refer to Exhibit B herein for Vehicle Descriptions.

SECTION 4 - FORM OF CONTRACT (SAMPLE)

**SERVICE AGREEMENT FOR
BODY REPAIR AND PAINTING SERVICES FOR
TRANSIT BUSES AND HEAVY DUTY VEHICLES
(City of Norwalk)**

THIS SERVICE AGREEMENT FOR BODY REPAIR AND PAINTING SERVICES FOR TRANSIT BUSES AND HEAVY DUTY VEHICLES (“Agreement”) is made and entered into this _____ day of _____, 2015 (the “Effective Date”), by and between the City of Norwalk, a municipal corporation (“CITY”) and _____, a California corporation (“CONTRACTOR”).

R E C I T A L S

- A. CITY desires to utilize the services of an independent contractor to provide body repair and painting services for transit buses and heavy duty vehicles.
- B. CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. CONTRACTOR’S Services.

1.1 Scope of Work. CONTRACTOR shall perform the specific work more particularly described in Exhibits A, and in accordance with the provisions of Invitation for Bid (“IFB”) No. 15-438 and all Addenda.

1.2 IFB No. 15-438 and Addenda. CONTRACTOR has confirmed receipt of all Addenda, amending IFB No. 15-438 and all Addenda are incorporated herein by this reference as if set forth herein in full, provided that in the event of a conflict, the terms of this Agreement, as amended by the applicable Addenda, will prevail.

1.3 Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.4 Party Representatives. For purposes of this Agreement, the City Representative shall be the City Manager or such other person designated in writing by the City Manager (the "City Representative"). For purposes of this Agreement, the Contractor Representative shall be _____ (the "Contractor Representative").

1.5 Time of Performance. CONTRACTOR shall commence the services contemplated under this Agreement immediately upon receipt of a Purchase Order ("PO") for such services from the City Representative.

2. Term of Agreement. The term of this Agreement shall be from July 1, 2015 to June 30, 2018 ("initial term"). City may review the CONTRACTOR's performance under the Agreement and, upon mutual agreement with CONTRACTOR, may extend the Agreement beyond the initial term for two (2) additional one (1) year periods from July 1st through June 30th of each year thereafter, unless sooner terminated as provided in Section 13 herein.

3. Compensation.

3.1 CONTRACTOR shall be paid a total amount not to exceed the rates in accordance with the Price Sheet, attached hereto as Exhibit C, as full compensation for services rendered. These sums include payment for all taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, materials and supplies. No claims for additional services provided by CONTRACTOR will be allowed unless the additional services are authorized by the City Council and the City Representative in writing prior to the performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the City Council shall be compensated at a rate mutually agreed to by the parties.

3.2 Rates shall not exceed the unit cost amounts specified in Exhibit C unless mutually agreed upon by CITY representative and CONTRACTOR'S representative designated herein.

3.3 CONTRACTOR shall bill the CITY and payment will be made within receipt of an acceptable invoice, which has been approved by the CITY Representative, or his or her designee.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day of each month, CONTRACTOR shall submit to CITY invoices for each vehicle delivered to the City pursuant to this Agreement during the preceding month. Each invoice shall have Contractor's name, address, description of the vehicle, vehicle ID number, itemized work performed and associate cost, local sales tax amount. CITY shall review such invoices and notify CONTRACTOR within ten (10) business days of any disputed amounts

4.2 Payment. CITY shall pay all undisputed portions of the approved invoices within thirty (30) calendar days after receipt of the invoice up to the maximum compensation amount set forth in Section 3.1. CITY shall not withhold federal payroll, state

payroll and other taxes, or other similar deductions from each payment made to CONTRACTOR.

4.3 Audit of Records. Upon CITY providing 24-hour prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available to CITY for review and audit by the CITY. CITY may conduct such review and audit at any time during CONTRACTOR'S regular working hours.

5. Standard of Performance. CONTRACTOR shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY.

6. Ownership of Work Product. All reports, documents or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the project for which they were prepared shall be at CITY'S sole risk, unless CITY compensates CONTRACTOR for such reuse.

7. Status as Independent Contractor. CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent CONTRACTOR. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive CONTRACTOR of any and all defenses or immunities available to public officials acting in their official capacities. CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent CONTRACTOR relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR'S employees. CONTRACTOR shall indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY may offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR'S failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 6.

8. Confidentiality. CONTRACTOR shall keep all data, documents, discussion, or other information (collectively "data") developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the data to any person or entity without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be

returned to CITY upon the termination of this Agreement. CONTRACTOR'S covenant under this Section 8 shall survive the termination of this Agreement.

9. Conflict of Interest. CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR'S services under this agreement, including, but not limited to, the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR may perform similar services for other clients, but CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the prior written approval of the CITY Representative, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit E. CONTRACTOR'S covenant under this Section 10 and Exhibit E shall survive the expiration or termination of this Agreement.

11. Insurance.

11.1. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best Insurance Rating Guide, and approved by CITY, a policy or policies of:

- (1) Broad-form commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000);
- (2) Automobile liability insurance, with minimum combined single limits of One Million Dollars (\$1,000,000); and
- (3) Workers' compensation insurance with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater.

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of CONTRACTOR'S performance of services under this Agreement.

11.2 Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against CITY and its officials, officers, employees, agents and representatives; (2) except for the workers' compensation policy, the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except

after thirty (30) calendar days' prior written notice by insurer to CITY, unless canceled for non-payment, then ten (10) calendar days' notice shall be given.

11.3 All insurance coverages shall be confirmed by execution of endorsements required under Section 11.2. CONTRACTOR shall file the endorsements with CITY on or before the date of commencement of services pursuant to this Agreement, and thereafter maintain current endorsements on file with CITY. The endorsements are subject to CITY's approval. CONTRACTOR shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11.

12. Cooperation. In the event any claim or action is brought against CITY relating to CONTRACTOR's performance of services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation that CITY requires.

13. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days' written notice to the other party. CONTRACTOR shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and CONTRACTOR shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be delivered to the parties at the following addresses:

If to CITY: City of Norwalk
Attn: City Clerk
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5773

With a copy to: City of Norwalk
Attn: James C. Parker, Director of Transportation
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5572

If to CONTRACTOR:

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless prior approved by CITY. Any attempted or purported assignment or subcontract in violation of this Section by CONTRACTOR shall be null, void and of no effect.

17. Compliance with Laws. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to CONTRACTOR constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19. Attorneys' Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between CONTRACTOR and CITY. This Agreement supersedes all prior oral or written

negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF NORWALK

By: _____
Michael J. Egan
City Manager

ATTEST:

By: _____
Theresa Devoy, CMC
City Clerk

APPROVED AS TO FORM:

INSERT CONTRACTOR NAME HERE

By: _____
Steven L. Dorsey
City Attorney

By: _____
Name:
Title:

By: _____
Name:
Title:

(Please note, two signatures required for corporations under California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

SECTION 5 - FORMS AND CERTIFICATIONS

[PAGE INTENTIONALLY LEFT BLANK]

LETTER OF TRANSMITTAL

CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650

SUBJECT: INVITATION FOR BID (IFB) NO. 15-438
BODY REPAIR AND PAINTING SERVICES FOR TRANSIT BUSES AND
HEAVY DUTY VEHICLES

In response to the subject Invitation for Bid (IFB) and in accordance with the accompanying Instructions to Bidders, the Bidder hereby commits to the City of Norwalk to perform the work in accordance with the provisions in the Bid and any addenda thereto and at the prices stated in the Price Sheet, which will be included and made a part of any subsequent Contract.

The Bidder agrees that the Bid constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the Bid opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Bidder agrees to execute the Agreement and deliver it to the City of Norwalk within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Bidder certifies that it has:

1. Examined and is fully familiar with all the provisions of the IFB Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Bid and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Norwalk will not be responsible for any errors or omissions in the Bid.

The Bidder further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Bid as principals are those listed as such in the Bid Forms and that,
2. The Bid has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Bid Documents:

Addenda No(s)

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Bid /offer.

Bidder's Name _____

Business Address _____

Contact Person _____

Phone _____

Fax _____

Email Address _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Bid.)

For Bids requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

SCOPE OF WORK

The 'Scope of Work, Section 3, of IFB No. 15-438, is herein incorporated by reference.

VEHICLE DESCRIPTIONS

The City of Norwalk has the right to adjust the quantity of vehicles after a thirty (30) day written notice to the Contractor. The City reserves the right to vary the quantity of vehicles identified in the specification by ten percent (10%). The Contractor will not adjust the price upward or downward in accordance with the quantity of vehicles.

	Veh.#	Year	Type	Model	Description
1	1413	2002	Ford	E-350	SD Cutaway Van
2	3142	1997	GMC	C-6500	Patch Truck
3	3143	1999	GMC	3500HD	1- Ton Truck V8 7.4L
4	3144	2000	GM	3500HD	Cab & Chassis
5	3145	2001	Chevrolet	3500HD	Cab & Chassis
6	3148	2006	Chevrolet	Silverado 3500	Truck, 1 ton, w/dump boby
7	3208	1999	Ford	F450 Super Duty	Boom Truck
8	3209	2003	GMC	C6C042	Heavy Duty Chassis
9	3210	2008	Ford	F250	Truck, cab w/utility body
10	3534	2003	Ford	F350	Cab & Chassis Dump Truck
11	3535	2002	Chevrolet	Chipper Dump	Chipper Body Dump
12	3536	2004	GMC	C7500	Cab & Boom Truck
13	3538	2005	Chevrolet	C7500	Dump Truck
14	3539	2005	Chevrolet	C7500	Dump Truck
15	3541	2006	Chevrolet	C6500	Truck, Dump, C6500 regcab
16	3542	2006	GMC	C7500	Truck, Water, 2000 gal tank
17	3731	2001	Ford	F-450	4x2 w/ Body
18	3732	2012	Ford	F-450	4x2 w/ Body
19	4541	2002	Eagle	MH	Police Mobile Command Unit
20	4543	2005	Ford	F350	Pick-up truck
21	4556	2007	Four Winds	Hurricane 33H	Command Unit, RV
22	6170	2003	Ford	F350	1-Ton Utility
23	6171	2003	Ford	F350	1-Ton Utility
24	6174	2004	Ford	F350	1-Ton Dump Truck
25	6175	2004	Ford	F350	1-Ton Dump Truck
26	6176	2004	Ford	F350	Cab & Chassis Truck
27	6177	2004	Ford	F350	Truck, XI, Utility
28	6178	2004	Ford	F350	1-Ton Dump Truck
29	6179	2004	Ford	F350	1-Ton Dump Truck
30	6180	2004	Ford	F350	1-Stakebed with lift
31	6182	2006	Ford	F450	1-Stakebed
32	6184	2006	Ford	F350	Reg. Cab Utility Body
33	6185	2006	Ford	F350	Reg. Cab Utility Body
34	6186	2006	Ford	F350	Reg. Cab Utility Body
35	6187	2008	Ford	F350	Reg. Cab DRW W/ Rugby Dump
36	6221	2001	GM	3500HD	Cab & Chassis
37	6342	2001	GM	HD Chassis	C3500
38	6343	2007	Ford	F550	Truck, 1 ton, Extended cab
39	6344	2014	Ford	F550	Truck, Cab/W Utility Body

40	6404	2008	Ford	F250	Truck, Cab/W Utility Body
41	7508	2000	Ford	F350	Super Duty Truck
42	7064	1999	Gillig	Low Floor	40FT Passenger Bus
43	7067	2002	Gillig	Low Floor	40FT Passenger Bus
44	7068	2002	Gillig	Low Floor	40FT Passenger Bus
45	7069	2002	Gillig	Low Floor	40FT Passenger Bus
46	7070	2002	Gillig	Low Floor	40FT Passenger Bus
47	7073	2005	New Flyer	Low Floor	40FT Passenger Bus-Hybrid
48	7074	2005	New Flyer	Low Floor	40FT Passenger Bus-Hybrid
49	7075	2006	New Flyer	Low Floor	40FT Passenger Bus-Hybrid
50	7086	2009	New Flyer	GE40LFR	41FT Passenger Bus-Hybrid
51	7087	2009	New Flyer	GE40LFR	41FT Passenger Bus-Hybrid
52	7088	2009	New Flyer	GE40LFR	41FT Passenger Bus-Hybrid
53	7089	2009	New Flyer	GE40LFR	41FT Passenger Bus-Hybrid
54	7090	2009	New Flyer	GE40LFR	41FT Passenger Bus-Hybrid
55	7091	2009	New Flyer	GE40LFR	41FT Passenger Bus-Hybrid
56	7092	2010	New Flyer	GE35LFR	35FT Passenger Bus-Hybrid
57	7093	2010	New Flyer	GE35LFR	35FT Passenger Bus-Hybrid
58	7094	2010	New Flyer	GE35LFR	35FT Passenger Bus-Hybrid
59	7120	2012	Gillig	G27D1024N	40' CNG Bus
60	7121	2013	Gillig	G27D1024N	40' CNG Bus
61	7122	2012	Gillig	G27D1024N	40' CNG Bus
62	7123	2013	Gillig	G27D1024N	40' CNG Bus
63	7124	2013	Gillig	G27D1024N	40' CNG Bus
64	7125	2013	Gillig	G27D1024N	40' CNG Bus
65	7126	2013	Gillig	G27D1024N	40' CNG Bus
66	7127	2013	Gillig	G27D1024N	40' CNG Bus
67	7128	2013	Gillig	G27D1024N	40' CNG Bus
68	7129	2013	Gillig	G27D1024N	40' CNG Bus
69	7130	2013	Gillig	G27D1024N	40' CNG Bus
70	7131	2013	Gillig	G27D1024N	40' CNG Bus
71	7132	2013	Gillig	G27D1024N	40' CNG Bus
72	7133	2013	Gillig	G27D1024N	40' CNG Bus

PRICE SHEET

Table A

Pricing Schedule for Transit Buses	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	Option 7/1/18 – 6/30/19	Option 7/1/19 – 6/30/20
Hourly Body Labor Rate for 40ft buses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hourly Paint Labor Rate for 40ft. buses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hourly Frame & Structural Repair Rate for 40ft. buses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Table B

Pricing Schedule for Heavy Duty vehicles	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	Option 7/1/18 – 6/30/19	Option 7/1/19 – 6/30/20
Hourly body Labor Rate for Heavy Duty Trucks	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hourly Paint Labor Rate for Heavy Duty Trucks	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hourly Frame & Structural Repair Rate for Heavy Duty Trucks	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hourly body Labor Rate for Heavy Duty Trucks with Utility body	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hourly Paint Labor Rate for Heavy Duty Trucks with Utility body	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hourly Frame & Structural Repair Rate for Heavy Duty Trucks with Utility body	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Table C

Other	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	Option 7/1/18 – 6/30/19	Option 7/1/19 – 6/30/20
Delivery/Pick-up Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Contractor shall provide repair/replacement parts _____% OFF Manufacturer's published price	_____ %	_____ %	_____ %	_____ %	_____ %
Contractor shall provide all paint materials at Cost + (%)	_____ %	_____ %	_____ %	_____ %	_____ %
Hazardous Disposal Fee (\$)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Company Name:	
Name:	
Title:	
Signature:	

REFERENCES

Bidders shall furnish a minimum of three (3) references of customers for which they have been the Principal or are currently the Principal for work of a similar nature to the requirements outlined in this IFB.

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work performed and, if applicable, term of contract:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work performed and, if applicable, term of contract:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work performed and, if applicable, term of contract:	

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: IFB No. 15-438 Body Repair and Painting Services for Transit Buses and Heavy Duty Vehicles

Indemnitor(s): _____
(list all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____
(Print)

Name: _____
(Print)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATION OF NON-COLLUSION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competition; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 20__.

_____ My commission expires _____, 20__.

Type or Print Title

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
(applicable to contracts \$100,000 or greater)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

NOTE: Lower-tier Participants in this Contract (subcontractors, suppliers) are required to complete and submit identical certifications as the above to the CITY of Norwalk Transportation Department prior to award.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

(applicable to contracts \$100,000 or greater)

I, _____, hereby certify on behalf of
(Name and title of company official)

_____ that:
(Name of company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__.

Signed by: _____

Type or Print Name

DESIGNATION OF SUBCONTRACTORS
(required for construction contracts)

To comply with the requirements of the California subletting and Subcontracting Fair Practices Act the Bidder shall submit with the Bid the names and business addresses of each subcontractor who will perform work under the contract in excess of 1/2 of 1 percent of the amount of the total Bid and shall list the portion of the work to be performed by each subcontractor.

Attach additional copies of this form if more space is needed.

Name and Address	License Number	DBE (Yes / No)	Description of Work/Services	Estimated Dollar Amount

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



Roster of Certifying Agencies

Note: If you received this information on hard copy, the California Unified Certification Program Application Package is available on the website at http://www.dot.ca.gov/hq/bep/business_forms.htm.

If the firm has its principal place of business in another state and is currently certified in that state, please contact the California Department of Transportation in the Northern Cluster.

<i>Southern Cluster</i>				
Area	Counties	Certifying Agencies		
Riverside, Imperial & San Diego (RIS)	Imperial Riverside San Diego	<p><u>SUBMIT APPLICATION PACKAGE TO:</u></p> <ul style="list-style-type: none"> ➤ CITY OF LOS ANGELES ➤ LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY <p style="text-align: center;"><u>OR</u></p> <ul style="list-style-type: none"> ➤ CALIFORNIA DEPARTMENT OF TRANSPORTATION <p style="text-align: center;">SEE CONTACT INFORMATION BELOW.</p>		
Los Angeles Area	Kern Los Angeles Orange San Bernardino San Luis Obispo Santa Barbara Ventura	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> CITY OF LOS ANGELES Bureau of Contract Admin. Centralized Certification Section 1149 S. Broadway, Ste 300 Los Angeles, CA 90015 Phone: (213) 847-2684 Fax: (213) 847-2777 http://bca.lacity.org </td> <td style="width: 50%; vertical-align: top;"> LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) Diversity and Economic Opportunity Department One Gateway Plaza, MS 99-13-5 Los Angeles, CA 90012 Phone: (213) 922-2600 Fax: (213) 922-7660 www.metro.net </td> </tr> </table>	CITY OF LOS ANGELES Bureau of Contract Admin. Centralized Certification Section 1149 S. Broadway, Ste 300 Los Angeles, CA 90015 Phone: (213) 847-2684 Fax: (213) 847-2777 http://bca.lacity.org	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) Diversity and Economic Opportunity Department One Gateway Plaza, MS 99-13-5 Los Angeles, CA 90012 Phone: (213) 922-2600 Fax: (213) 922-7660 www.metro.net
CITY OF LOS ANGELES Bureau of Contract Admin. Centralized Certification Section 1149 S. Broadway, Ste 300 Los Angeles, CA 90015 Phone: (213) 847-2684 Fax: (213) 847-2777 http://bca.lacity.org	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) Diversity and Economic Opportunity Department One Gateway Plaza, MS 99-13-5 Los Angeles, CA 90012 Phone: (213) 922-2600 Fax: (213) 922-7660 www.metro.net			

** List of agencies subject to change*

Northern Cluster

Area	Counties	Certifying Agencies	
Bay Area/ Central Valley	Alameda Amador Calaveras Contra Costa Fresno Kings Madera Marin Mariposa Merced Monterey Napa San Benito San Francisco San Joaquin San Mateo Santa Clara Santa Cruz Solano Sonoma Stanislaus Tulare Tuolumne	S.F. BAY AREA RAPID TRANSIT DISTRICT (BART) Office of Civil Rights 300 Lakeside Drive 18 th Floor Oakland, CA 94612 Phone: (510) 464-6195 Fax: (510) 464-7587 www.bart.gov CITY OF FRESNO DBE Program 2101 G Street, Building A Fresno, CA 93706 Phone: (559) 621-1153 Fax: (559) 488-1069 www.fresno.gov SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA) Office of Small & Disadvantaged Businesses 3331 North First Street, Bldg. A San Jose, CA 95134-1906 Phone: (408) 321-5962 Fax: (408) 955-9729 www.vta.org CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA) Office of Civil Rights 2477 Arnold Industrial Way Concord, CA 94520-5327 Phone: (925) 676-1976 Fax: (925) 686-2630 www.cccta.org	SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA) Contract Compliance Office 1 S. Van Ness Avenue, 6th Floor San Francisco, CA 94103 Phone: (415) 701-4436 Fax: (415) 701-4347 www.sfnuni.com SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS)/ PENINSULA CORRIDOR JOINT POWERS BOARD (CALTRAIN) DBE Office 1250 San Carlos Avenue San Carlos, CA 94070 Phone: (650) 508-7939 Fax: (650) 508-7738 www.samtrans.com
Northern California	Alpine Butte Colusa Del Norte El Dorado Glenn Humboldt Inyo Lake Lassen Mendocino Modoc Mono	Nevada Placer Plumas Sacramento Shasta Sierra Siskiyou Sutter Tehama Trinity Yolo Yuba	CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) Office of Business and Economic Opportunity MS 79 1823 - 14 th Street Sacramento, CA 95814 Phone: (916) 324-1700 or (866) 810-6346 Fax: (916) 324-1862 www.dot.ca.gov YOLO COUNTY TRANSPORTATION DISTRICT (YOLOBUS) DBE Programs 350 Industrial Way Woodland, CA 95776 Phone: (530) 661-0816 Fax: (530) 661-1732 www.yolobus.com

* List of agencies subject to change