



INVITATION FOR BID (IFB) NO. 15-454

FOR

**SUPPLY AND DELIVERY OF
AUTOMOTIVE PARTS AND SUPPLIES**

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

**IFB RELEASE: MONDAY, MARCH 16, 2015
SUBMISSION OF QUESTIONS: MONDAY, MARCH 30, 2015
BID DUE: MONDAY, APRIL 6, 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
BIDDER REQUIREMENTS CHECKLIST	9
SECTION 1 - INSTRUCTIONS TO BIDDERS	10-15
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.12 Responsibility for Compliance with Legal Requirements	
IB.13 Confidentiality and Public Record	
IB.14 Joint Offers	
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	16-24
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	16-24
GC.14 Force Majeure	
GC.15 Inspection and Acceptance	
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	
SECTION 3 - SCOPE OF WORK	25-30
SECTION 4 - FORM OF CONTRACT (SAMPLE)	31-38
SECTION 5 - FORMS AND CERTIFICATIONS	39-55
Letter of Transmittal	
Exhibit A - Scope of Work	
Exhibit B - Map of Property	
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 supply and delivery of automotive parts and supplies 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: MARCH 16, 2015
ATTENTION: PROSPECTIVE BIDDERS
SUBJECT: INVITATION FOR BID (IFB) NO. 15-454
TITLE: SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND SUPPLIES

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, supply and delivery of automotive parts and supplies.

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, March 30, 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 Monday, April 6, 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. 15-454, SUPPLY AND DELIVERY OF AUTOMOTIVE
PARTS AND SUPPLIES"*

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, March 16, 2015 | INVITATION FOR BID (IFB) RELEASE |
| 2. Monday, March 30, 2015 | LAST DAY FOR SUBMISSION OF QUESTIONS |
| 3. Wednesday, April 1, 2015 | RESPONSE TO QUESTIONS |
| 4. Monday, April 6, 2015 | BID DUE DATE |
| 5. Tuesday, May 5, 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	Bidder's Statements (Project Management, Qualifications, Personnel, Work Plan, Commercial Store, Inventory Management)	IB.1	
3	Letter of Transmittal	IB.8	
4	Regulations/Certifications	IB.11	
5	Insurance Statement	GC.20	
6	Drug and Alcohol Requirements Statement	GC.26	
7	Price Sheet	Exhibit C	
8	References	Exhibit D	
9	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit E	
10	Certification of Non-Collusion	Exhibit F	
11	Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters	Exhibit G	
12	Certification of Restrictions on Lobbying	Exhibit H	
13	Designation of Subcontractors	Exhibit I	
	OPTIONAL ITEMS		
14	Requests for exceptions or deviations.	IB.1	

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

BIDDER REQUIREMENTS CHECKLIST

Bidder shall place a “check-mark” in the associated box to acknowledge compliance.

	Subject	Description	Bidder's Acknowledgement of Compliance
1	Experience	Bidder has a minimum of five (5) years of experience in supplying and delivering automotive parts and supplies and possess the capability and capacity in all respects to fully satisfy all the contractual requirements set forth in this IFB.	<input type="checkbox"/>
2	Qualifications	Bidder is an authorized distributor, dealer, or service representative and is authorized to sell the manufacturer parts and supplies offered to the City	<input type="checkbox"/>
3	Personnel	Bidder has qualified personnel to accomplish each portion of the Scope of Work and during the course of the awarded contract.	<input type="checkbox"/>
4	Commercial Store(s)	A Commercial Store shall be assigned to the City. Bidder shall identify the following: (a) Address, (b) Phone number, (c) Facsimile number, (d) Email address, (e) Internet/Web address, (f) Hours of Operation, (g) Name of Store Manager, and (h) process of accessing and ordering from the Commercial Store.	<input type="checkbox"/> (Bidder shall provide an associated attachment)
5	Regulations	Bidder complies with all California Division of Occupational Safety and Health (DOSH), better known as CAL/OSHA, and complies with all federal, state, and local laws, statutes, ordinances, and regulations that may apply in the manufacture and/or sale of automotive parts and supplies.	<input type="checkbox"/>
6	Drug and Alcohol Program	Bidder possess a strict alcohol and drug-free workplace program	<input type="checkbox"/> (Bidder shall provide an associated attachment)

Company Name:	
Name:	
Title:	
Signature:	

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 Monday, April 6, 2015, via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "Bid No. 15-454 Supply and Delivery of Automotive Parts and Supplies". 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. 15-454, SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND
SUPPLIES"*

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.

All requests for exceptions or deviations as a result of this IFB shall be clearly identifiable by a separate section of the Bidder's submitted bid for review by the City of Norwalk. It shall be the right of the City of Norwalk to accept or reject any portion of the submitted requests.

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, March 30, 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. 15-454". 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.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.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 I, 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

All items are subject to final inspection and acceptance by the City of Norwalk, Transportation Department at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all items. Inspection/acceptance shall be performed by the City immediately upon delivery of automotive parts and/or supplies.

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

The automotive parts and supplies described herein shall be delivered to the 'Equipment Maintenance Garage' located within the City of Norwalk, Transportation and Public Services Facility located at 12650 E. Imperial Hwy., Norwalk, CA 90650. Please refer to Exhibit B, 'Map of Property'.

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) calendar 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.

SECTION 3 - SCOPE OF WORK

1. General. SUPPLIER shall supply and deliver to CITY Original Equipment Manufacturer (OEM), aftermarket, and remanufactured parts and/or supplies as required with no minimum or maximum order quantity requirement.

1.1 Alternatives Offered. In the event that the SUPPLIER is unable to fulfill the OEM part or supply request by CITY, the SUPPLIER shall offer the CITY an equivalent aftermarket or remanufactured part or supply.

1.2 Alternatives Accepted. Should the CITY accept an alternative product to the OEM part or supply request, the SUPPLIER shall document the CITY employee's name that authorized the alternative part or supply to be provided by the SUPPLIER.

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

3. Supplier's Delivery Personnel. Delivery personnel shall have a satisfactory driving record and possess a valid California Department of Motor Vehicle (DMV) California Driver's License for the designated class of vehicle. Delivery personnel shall be in a uniform which identifies the SUPPLIER's company name or possess an easily identifiable name badge possessing the SUPPLIER's company name located on the front of their person.

4. Supplier Account Representative. An account representative shall be assigned to the CITY and account representative shall be available for contractual related discussions between Monday through Friday from 8:00 a.m. through 5:00 p.m. via telephone and/or email. CITY may require the account representative to be in attendance at the CITY delivery address for ad hoc meetings.

5. Supplier's Commercial Store. SUPPLIER's commercial store shall be located within a fifteen (15) mile radius from the delivery address and possess a separate commercial counter designated for commercial purchases; not for retail purchases.

5.1 Hours of Operation. The commercial store counter shall be open Monday through Friday between the hours of 8:00 a.m. through 5:00 p.m.; and on Saturday and Sunday between the hours of 8:00 a.m. through 4:00 p.m. SUPPLIER shall not be required to be open for business on SUPPLIER's observed holidays.

6. Order Fulfillment Process. SUPPLIER shall accept orders from the CITY through the following methods: (a) Telephone, (b) email, (c) facsimile, and (d) SUPPLIER's on-line ordering process.

6.1 SUPPLIER shall not fulfill any order request without a CITY issued Purchase Order number and associated CITY employee name.

6.2 CITY shall notify SUPPLIER if the requested product is to be picked up by CITY or delivered by SUPPLIER.

6.3 SUPPLIER shall notify CITY on the status of the part and/or supplies to ensure that the part and/or supplies can be delivered by the SUPPLIER within the CITY's Lead Time requirements. Should SUPPLIER be unable to adhere to the CITY's Lead Time requirements, the SUPPLIER shall advise the CITY and present a revised delivery date. CITY shall notify SUPPLIER with approval or disapproval of revised delivery date. CITY retains its discretion to order part and/or supply from a different supplier if SUPPLIER cannot adhere to the CITY's Lead Time. Should CITY approve the revised delivery date, the SUPPLIER shall document the name of the CITY employee that authorized the proposed delivery date.

7. Delivery Fulfillment Process.

7.1 Lead Time.

7.1.1 In-Stock Products. SUPPLIER shall deliver to CITY requested part and/or supplies to the CITY's delivery address within thirty (30) minutes from the order request generation.

7.1.2 Out-of-Stock Products. SUPPLIER shall deliver out of stock parts and/or supplies between twenty-four (24) to forty-eight (48) hours from the order request generation.

a. Out of stock automotive parts and/or supplies available at another commercial store shall be delivered within two (2) hours from the time the CITY placed the order.

b. SUPPLIER shall offer a substitute item that meets or exceeds OEM specifications.

c. CITY retains the right to request the SUPPLIER continue with the order and place the request in a "back order" queue or cancel the request for the part and/or supplies in its entirety.

7.1.3 Vendor Direct Part (VDP). Automotive parts and/or supplies only available by Vendor/Manufacturer shall be delivered to the CITY within three (3) to five (5) business days from order generation. CITY shall specify the type of delivery service that is required (i.e. Next Day, 2nd Day, etc.). SUPPLIER shall invoice the CITY for shipping.

7.2 Delivery Charges. SUPPLIER shall not invoice the CITY for delivery of parts and/or supplies.

7.3 Delivery Ticket (or equivalent).

7.3.1 SUPPLIER shall provide a delivery ticket, or equivalent, with every delivery to CITY. Delivery ticket, or equivalent, shall include the following:

- a. CITY name
- b. Deliver to Address.
- c. Line item number.

- d. Quantity ordered.
- e. Quantity delivered.
- f. If applicable, quantity back-ordered.
- g. Description of product.
- h. Price of product.
- i. Price discount.
- j. Net price
- k. CITY Purchase Order number.
- l. Name of CITY employee that placed order.

7.3.2 CITY employee shall sign SUPPLIER's delivery ticket, or equivalent, for all SUPPLIER deliveries. CITY shall have the right to forfeit payment for a SUPPLIER's delivered part and/or supplies in the event the delivery receipt, or equivalent, does not possess a CITY employee's signature.

7.4 Condition of Delivery. SUPPLIER shall be responsible for the delivery of parts and/or supplies to the CITY in first class condition and in accordance with good commercial practices.

7.5 Frequency of Delivery. SUPPLIER shall be required to accommodate multiple deliveries to the CITY within the same date.

7.6 Material and Safety Data Sheets (MSDS). SUPPLIER shall provide the CITY applicable Material and Safety Data Sheets (MSDS) for all parts and/or supplies ordered by the CITY as defined by the California Code of Regulations, Title 8, and Section 339.

8. Delivery Days and Hours.

SUPPLIER shall deliver requested parts and/or supplies Monday through Friday between the hours of 8:30 a.m. through 5:30 p.m. SUPPLIER shall not deliver on Saturday, Sunday and SUPPLIER's observed holidays.

9. Non Delivery Fulfillment Process (Will-Call).

9.1 SUPPLIER shall have the CITY's requested order ready for CITY pick up at the SUPPLIER's commercial store by thirty (30) minutes from order request generation.

9.2 CITY employee picking up part and/or supplies shall present to the SUPPLIER's commercial store a CITY issued employee identification badge as proof of employment.

9.3 CITY employee picking up part and/or supplies shall verbally provide a CITY Purchase Order number as form of payment.

9.4 SUPPLIER's commercial store shall provide CITY employee with a proof of purchase documentation.

10. Return of Part and/or Supply.

10.1 Notification of Return. CITY shall contact the SUPPLIER in writing within seven (7) business days (Monday through Friday) from CITY's receipt of the part and/or supplies and provide notification on the intent to return to the SUPPLIER a part and/or supplies.

10.2 Acceptance of Return. SUPPLIER shall accept the return of all unused parts and/or supplies unless otherwise noted to the CITY by the SUPPLIER prior to the order origination.

10.2.1 SUPPLIER shall not charge a return or re-stocking fee of any kind for the return of rejected automotive part(s) and/or supplies for the following situations:

- a. Item(s) returned that were damaged upon receipt.
- b. Incorrect item(s) delivered.
- c. Item(s) returned within thirty (30) calendar days of delivery.
- d. Item(s) that are returned, but exchanged for other items.

10.2.2 SUPPLIER shall not charge a pick-up fee of any kind for returned or rejected automotive part(s) and/or supplies

10.3 Non-Acceptance of Return. SUPPLIER shall not accept the return of any part and/or supplies from the CITY after thirty (30) calendar days from the order origination date.

10.3.1 SUPPLIER shall respond in writing to CITY regarding dispute and/or reject delivery of automotive part(s) and/or supplies within seven (7) business (Monday through Friday) days.

10.4 Credit Policy of Return. SUPPLIER shall credit the CITY's account for the full purchased value of the returned part and/or supply. SUPPLIER will be responsible for the credit and/or replacement of all products, including those covered by manufacturer warranties SUPPLIER shall provide credit for the following items:

- a. Items ordered or shipped in error
- b. Item(s) returned within thirty (30) calendar days of delivery.
- c. Defective or freight-damaged items

10.5 Core Exchange and Charges. All part supplied which require core exchange shall be monitored concurrently by the CITY and SUPPLIER to ensure proper cores are returned to SUPPLIER and core credit is issued promptly to the CITY. Core credit is to be issued the same day as received by SUPPLIER. Any core that is not usable or not returned shall be billed at the core price listed in the manufacturer's price sheet for that particular part

11. Product Recalls. SUPPLIER shall comply with all federal, state, and local regulations, statutes, and laws as they apply to product recalls.

11.1 SUPPLIER shall notify the CITY of all product recalls and/or product defect advisories from manufacturers and/or regulatory agencies via telephone and in writing within twenty-four (24) hours of receipt of notification by SUPPLIER.

11.2 SUPPLIER shall include in its notification a complete product description and/or identification, invoice number, and disposition instructions.

11.3 All parts and/or supplies that are returned to the SUPPLIER as a result of the manufacturer and/or regulatory agency recall notice shall be picked up by the SUPPLIER from the CITY and the CITY shall receive the contract value of the part(s) and/or supplies from the SUPPLIER. Returned parts and/or supply shall be credited to the CITY's account.

11.4 SUPPLIER shall offer to the CITY an equivalent product upon CITY's request.

11.4.1 If the equivalent product cost is less than the recalled product, SUPPLIER shall invoice the CITY the lower cost.

11.4.2 If the equivalent product cost is greater than the recalled product, SUPPLIER shall invoice the CITY the contracted product cost.

11.5 SUPPLIER shall not charge the CITY a pick-up fee or associated fees for returned automotive part(s) and/or supplies due to product recalls and/or product defect advisories.

12. Reporting. SUPPLIER shall produce and provide reports to the CITY which describes usage and trends of CITY ordered parts and/or supplies for a randomly CITY defined period. CITY shall request for the SUPPLIER to produce and provide report on an ad hoc basis.

12.1 SUPPLIER shall provide requested reports to the CITY within seven (7) business days from the date of request.

12.2 SUPPLIER shall provide requested reports to the CITY in an electronic format in Microsoft Excel or Adobe Acrobat.

13. Warranty. All aftermarket and OEM parts and/or supplies supplied by SUPPLIER shall be warranted against defects in material and/or workmanship. The warranty shall provide the full cost of the part(s) required to replace the defective part(s) and any labor, packing, shipping, etc. required to replace the defective part.

13.1 SUPPLIER shall honor all manufacturer's warranties and guarantees on all products offered as part of this contract. If product warranty extends beyond the term of the contract, the SUPPLIER shall agree to provide warranty services throughout the life of the warranty.

13.2 All products provided under this contract being identified as new and unused must be the latest model or design of recent manufacturer. Statement of warranty is to be provided by SUPPLIER with items delivered under this contract.

13.3 All remanufactured or rebuilt products must be warranted to be free of defective parts and workmanship, provided they are properly install on the vehicle for which they were intended for.

SECTION 4 - FORM OF CONTRACT (SAMPLE)

**SERVICE AGREEMENT FOR
AUTOMOTIVE PARTS AND SUPPLIES
(City of Norwalk)**

THIS SERVICE AGREEMENT FOR SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND SUPPLIES (“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 automotive parts and supplies.
- 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. 15-454 and all Addenda.

1.2 IFB No. 15-454 and Addenda. CONTRACTOR has confirmed receipt of all Addenda, amending IFB No. 15-454 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.

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
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

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LETTER OF TRANSMITTAL

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

SUBJECT: INVITATION FOR BID (IFB) NO. 15-454
SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND SUPPLIES

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. _____

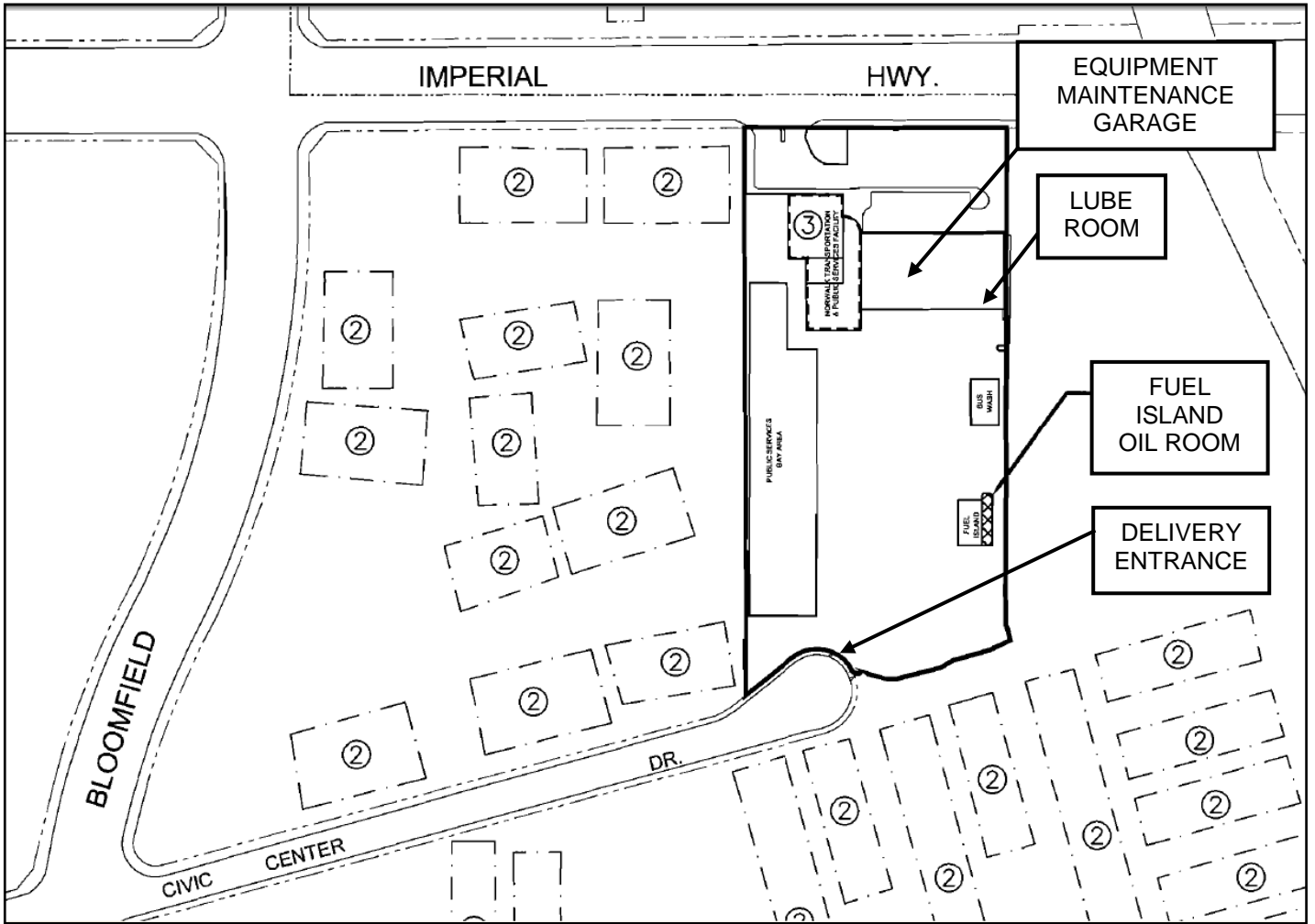
Expiration Date: _____

License Classification: _____

SCOPE OF WORK

The 'Scope of Work, Section 3, of IFB No. 15-454, is herein incorporated by reference.

MAP OF PROPERTY



PRICE SHEET

Substitutes ("Approved Equal") may only be listed by the Bidder in the PRICE SHEET whose substitute product was approved pursuant to GC.19 'NON-RESTRICTIVE CLAUSES'. The items described below are a sample of frequently purchased parts and supplies. There shall be no minimum or maximum order quantity requirement.

	OEM No.	Manuf.	Approved Equal	Descrip.	MSRP	Discount %				
						Year 1	Year 2	Year 3	Year 4 (Option)	Year 5 (Option)
1	51372	WIX		Oil Filter	\$					
2	51748	WIX		Oil Filter	\$					
3	51348	WIX		Oil Filter	\$					
4	51060	WIX		Oil Filter	\$					
5	51040	WIX		Oil Filter	\$					
6	51516	WIX		Oil Filter	\$					
7	51522	WIX		Oil Filter	\$					
8	51042	WIX		Oil Filter	\$					
9	57243	WIX		Oil Filter	\$					
10	51515	WIX		Oil Filter	\$					
11	51791	WIX		Oil Filter	\$					
12	70801	FEL		Oil Filter	\$					
13	33296	WIX		Fuel Filter	\$					
14	46418	WIX		Air Filter	\$					
15	42611	WIX		Air Filter	\$					
16	49136	WIX		Air Filter	\$					
17	46562	WIX		Air Filter	\$					
18	58890	WIX		Trans Filter	\$					
19	K080415	GATES		Belt, Alternator	\$					
20	K060578	GATES		Belt, Drive	\$					
21	38329	GATES		Tensioner Pulley	\$					
22	38001	GATES		Idler	\$					
23	15717	BOS		O2 Sensor	\$					
24	SP479	MOTORCRAFT		Spark Plugs	\$					
25	SP102A	BWD		Spark Plug Boot	\$					
26	38557	GATES		Alternator Belt Tensioner	\$					
27	H1	SYLVANIA		Bulb	\$					
28	9012BP	SYLVANIA		Capsule	\$					
29	18-1	TRICO		Wiper blade	\$					
30	24-1	TRICO		Wiper blade	\$					
31	20-1	TRICO		Wiper blade	\$					
32	SC1161	BRAKE BEST		Ceramic Pads	\$					
33	824334	EAGLE		Wheel Cleaner	\$					
34	15-5142	X-TRA SEAL		Tire Valves 1-1/2"	\$					

35	12-361	X-TRA SEAL		Radical Inserts 4" Fat Brown	\$					
36	11-002	X-TRA SEAL		All Purpose Repair Tire Patch 2 ¼" Medium	\$					
37	82170	PERMATEX		Silicone Gasket Maker (Ultra Blue)	\$					
38	27140	PERMATEX		Threadlocker (Red)	\$					
39	49005	WD-40		Penetrating Lubricant	\$					
40	46583	Master Pro Chemicals		Carb and Choke Cleaner	\$					
41	5103	CRC		Electric Cleaner	\$					
42	93604	3M		Tartan Electrical Tape	\$					

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. 15-454 Automotive Parts and Supplies

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

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	<p>S.F. BAY AREA RAPID TRANSIT DISTRICT (BART) Office of Civil Rights 300 Lakeside Drive 18th Floor Oakland, CA 94612 Phone: (510) 464-6195 Fax: (510) 464-7587 www.bart.gov</p> <p>CITY OF FRESNO DBE Program 2101 G Street, Building A Fresno, CA 93706 Phone: (559) 621-1153 Fax: (559) 488-1069 www.fresno.gov</p> <p>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</p> <p>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</p>	<p>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</p> <p>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</p>	
	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				
Northern California	Alpine	Nevada	<p>CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) Office of Business and Economic Opportunity MS 79 1823 - 14th Street Sacramento, CA 95814 Phone: (916) 324-1700 or (866) 810-6346 Fax: (916) 324-1862 www.dot.ca.gov</p>	<p>YOLO COUNTY TRANSPORTATION DISTRICT (YOLOBUS) DBE Programs 350 Industrial Way Woodland, CA 95776 Phone: (530) 661-0816 Fax: (530) 661-1732 www.yolobus.com</p>
	Butte	Placer		
	Colusa	Plumas		
	Del Norte	Sacramento		
	El Dorado	Shasta		
	Glenn	Sierra		
	Humboldt	Siskiyou		
	Inyo	Sutter		
	Lake	Tehama		
	Lassen	Trinity		
	Mendocino	Yolo		
	Modoc	Yuba		
	Mono			

* List of agencies subject to change