



INVITATION FOR BID (IFB) NO. 27-875

FOR

**SUPPLY AND DELIVER FORD ORIGINAL EQUIPMENT
MANUFACTURER (OEM) PARTS AND REPAIR
SERVICES FOR
FOR NORWALK TRANSIT SYSTEM (NTS)**

CITY OF NORWALK
Transportation Department
12650 Imperial Highway, 3rd Floor
Norwalk, CA 90650

Key IFB Dates:

IFB Release Date: Thursday, September 17, 2026

Written Questions Due Date: Monday, September 28, 2026 5:00 p.m. PDT

Bids Due Date: Thursday, October 22, 2026 11:00 a.m.

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NOTIFICATION TO BIDDERS

DATE: SEPTEMBER 17, 2026

ATTENTION: PROSPECTIVE BIDDERS

SUBJECT: INVITATION FOR BID (IFB) NO. 27-875

TITLE: SUPPLY AND DELIVER FORD ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND REPAIR SERVICES FOR NORWALK TRANSIT SYSTEM (NTS)

The City of Norwalk ("City"), a municipal government, invites bids from qualified and experienced companies ("Bidders") to provide Ford Original Equipment Manufacturer (OEM) parts and repairs for Norwalk Transit System (NTS). The City's fleet consist of Ford vehicles, SUVs, vans, light, medium, and heavy-duty trucks Bids are to be submitted via electronic submission through the City of Norwalk's PlanetBids (PB) online bid portal site and will only receive such bids until **11:00 a.m. PDT on Thursday, October 22, 2026** in accordance with the conditions outlined in the Invitation for Bid ("IFB") attached hereto. Bids submitted any other method (i.e. email, mail, etc.) will **NOT** be accepted.

Background

The City's intent of this Invitation for Bid (IFB) is to solicit a Contractor, who is a qualified Ford Dealership, to provide Ford Original Equipment Manufacturer (OEM) parts and repairs, and recall repairs for its fleet of Ford vehicles, SUVs. vans, light-medium, and heavy-duty trucks for City-owned and leased vehicles on an as-needed basis. It is essential that the City's fleet of operated vehicles and equipment are properly maintained to ensure the City provides efficient and reliable services to the residents of Norwalk.

The term of the proposed Agreement shall be from January 1, 2027 – June 30, 2030 ("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.

Instructions

Respondents must be registered as a Vendor with the City of Norwalk on the City of Norwalk PlanetBids bid portal to access all solicitation documents related to this IFB. As a registered vendor within the City's vendor database, you will be automatically notified of Q & A alerts, updates, and addenda. The Vendor Portal Menu provides entry to the Registration/Vendor Profile and Bid Opportunities modules. Registration is free and immediate. Instructions to register are provided on the City's website at: <https://www.norwalk.org/planetbids>. A copy of the IFB can be downloaded from the City's website at: [BIDS AND RFPS](#) or from the City of Norwalk PlanetBids online bid portal site at: [PlanetBids Vendor Portal](#).

Bids must be submitted through the online portal at [PlanetBids Vendor Portal](#) by **11:00 a.m. PDT on Thursday, October 22, 2026** to be eligible for this IFB. Bids cannot be submitted after the date and time stated above. Bids submitted any other method (i.e. email, mail, etc.) will **NOT** be accepted.

A pre-bid conference will **not** be held.

QUESTIONS: All questions or requests for interpretation regarding this solicitation must be submitted through the Q&A section of the City's online bid portal. Bidders are **not** to contact City personnel with questions or clarifications concerning this IFB. Any City response relevant to this IFB provided through any means other than the City's online bid portal is unauthorized and will be considered invalid.

Official responses to questions or requests for interpretation to this solicitation will be posted in the Q&A section of the City of Norwalk PlanetBids online bid portal. Any information resulting from questions that cause a material change in the solicitation will be posted in the Addenda section of the City's online bid portal as an addendum.

The cut-off for the submission of questions or deviations shall be by **5:00 p.m. PDT on Monday, September 28, 2026**. All questions received will be responded to via the online PlanetBids portal by **Thursday, October 8, 2026**.

Any company, individual, or person serving in the capacity of spokesperson or representative for the party submitting a Bid shall not communicate, meet, or discuss with any City employee, City Council member, or City appointed official concerning the IFB or any aspect of the evaluation, consideration, and decision-making process except as provided in this IFB. Failure to abide by these requirements may subject Bidders to disqualification from the selection process.

The successful Proposer 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 Proposers 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 RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

Point of contact for this IFB is Janet Welde, Special Projects Coordinator, **(562) 929-5600** or via email at jwelde@norwalkca.gov.

ESTIMATED PROCUREMENT SCHEDULE

The following is an estimated schedule of the entire Invitation for Bid (“IFB”) process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections, and the City reserves the right to make modifications as it deems necessary

Event		Date
1	REQUEST FOR PROPOSAL (RFP) RELEASE	Thursday, September 17, 2026
2	DEADLINE FOR SUBMISSION OF WRITTEN QUESTIONS	Monday, September 28, 2026, 5:00p.m.
3	RESPONSE/ISSURANCE OF ADDENDUM	Thursday, October 8, 2026
4	PROPOSAL DUE DATE	Thursday, October 22, 2026, 11:00a.m.
5	DATE FOR RECOMMENDATION TO CITY COUNCIL FOR AWARD*	Tuesday, November 17, 2026
6	CONTRACT START DATE	January 1, 2027

** Tentative Dates*

BID SUBMISSION CHECKLIST

This checklist items must be completed and returned with the Proposal. Documents that are required for submission must be submitted electronically through the City of Norwalk PlanetBids online bid portal site: [PlanetBids Vendor Portal](#). Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Bidder shall initial here
1	Bids and other Documents Submit to City of Norwalk PlanetBids online bid portal site: PlanetBids Vendor Portal . Items to be submitted with Proposal: 1) Submission Checklist 2) Letter of Transmittal 3) Licensing, Certifications, Permits and Taxes 4) References - Exhibit D 5) Acknowledge of Insurance Requirements - Exhibit E 6) Certification of Non-Collusion (Must be notarized) – Exhibit F 7) Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters – Exhibit G 8) Certification of Restrictions on Lobbying – Exhibit H 9) Requests for Exceptions or Deviations – Exhibit I 10) California Levine Act- Exhibit J	
2	Price Sheet to be submitted to “Price Sheet” File – Exhibit B. Submit separately from bid documents	

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

SECTION 1 - INSTRUCTIONS TO BIDDERS

IB.1 BID FORMAT AND SUBMITTAL

The procurement process will be conducted via the City of Norwalk's electronic bidding system, PlanetBids. Prospective bidders must register as a Vendor with the City of Norwalk on the City of Norwalk PlanetBids bid portal to access all solicitation documents related to this IFB. As a registered vendor within the City's vendor database, you will be automatically notified of Q & A alerts, updates, and addenda. The Vendor Portal Menu provides entry to the Registration/Vendor Profile and Bid Opportunities modules. Registration is free and immediate. Instructions to register are provided on the City's website. PlanetBids Vendor Portal can be accessed via the City of Norwalk's website at: <https://pbsystem.planetbids.com/portal/54783/portal-home>.

Bids shall be accepted via PlanetBids only and are due by **11:00 a.m. PDT on Thursday, October 22, 2026**, to be eligible for this IFB. Bids cannot be submitted after the date and time stated above. Bids submitted any other method (i.e. email, mail, etc.) will **NOT** be accepted.

Bids **shall not include any of the following:**

- SECTION 1 - INSTRUCTIONS TO BIDDERS**
- SECTION 2 - GENERAL TERMS AND CONDITIONS**
- SECTION 3 - SCOPE OF SERVICES**
- SECTION 4 - FORM OF CONTRACT (SAMPLE)**

Bid shall be typed and uploaded on 8 1/2" x 11" sized paper. Offerors should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged, and proposal should be brief, clear and concise.

All requests for exceptions or deviations as a result of this IFB shall be clearly identifiable in Exhibit I 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 through the City of Norwalk PlanetBids online bid portal site: [PlanetBids Vendor Portal](#) 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.

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 all addenda, and (4) 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 themselves 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

The City reserves the right to make such changes in the IFB, as it may deem appropriate. 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. Any addenda will be posted on the City's bid portal no later than **6:00 p.m. PDT on Thursday, October 8, 2026.**

The City reserves the right to revise or withdraw this IFB at any time and for any reason.

IB.4 CLARIFICATIONS

All questions or requests for interpretation regarding this solicitation must be submitted through the Q&A section of the City's online PlanetBids bid portal. Bidders are not to contact other City personnel with any questions or clarifications concerning this IFB. Any City response relevant to this IFB other than through the above City representative is unauthorized and will be considered invalid.

Official responses to questions or requests for interpretation to this solicitation will be posted in the Q&A section of the City of Norwalk PlanetBids online bid portal. Any information resulting from questions that cause a material change in the solicitation will be posted in the Addenda section of the City's online bid portal as an addendum.

The Cut-off for the submission of questions or deviations shall be **5:00 p.m. PDT on Monday, September 28, 2026.** All questions received will be responded to via the online PlanetBids bid portal by **6:00 p.m. PDT on Thursday, October 8, 2026.**

The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section. Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number or Article 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 the IFB and specified in the form included in this IFB must be submitted with the Bid electronically through the City of Norwalk's PlanetBids online portal site. 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.

The Letter of Transmittal found herein in Section 5 shall be submitted with each Bid.

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 Bid prior to date of award.

IB.10 CITY OF NORWALK RIGHTS

The City reserves the right to extend the IFB submission deadline if, in the City's sole judgment, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their Bids.

- a. The City reserves the right to reject all, or any, of the Bids it receives.
- b. The City reserves the right to withdraw or modify this IFB, and to refrain from awarding contracts altogether.
- c. The City reserves the right to waive any immaterial irregularities in a Bid or submission of a Bid.
- d. The City reserves the right to reject any Bid that is determined to contain false, misleading, or materially incomplete information. It further reserves the right to 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.

City employees are prohibited from participating in the selection process for this IFB if they have any financial or business relationship with any Bid. This IFB process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest Policy.

IB.11 LICENSING, CERTIFICATIONS, PERMITS AND TAXES

All Bids and prices set forth therein shall be deemed to include applicable taxes. The Bidder shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Bidder. The successful Bidder is liable for any and all taxes due as a result of the contract. The awarded Bidder is to obtain necessary City of Norwalk licenses.

Bidder shall submit copies within Bid technical certifications, appropriate licenses from all federal, state, and local governments. Bidder shall describe which postings are in public view.

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

After the award of the contract has been made by the City Council or appropriate staff, all findings and information considered in determining which Bid best meets the need of the City and will be most advantageous with respect to price, conformity to the specifications and other factors will be made available for public inspections. Access to government records is governed by the State of California Public Records Act (Government Code Section 6250 et. seq.). All Bidders are hereby put on notice that each Bid received shall become the exclusive property of the City and in accordance with the Public Records Act and except as otherwise may be provided by applicable State and Federal law, all Bids are a public record and subject to disclosure. The City shall not in any way be liable or responsible for the disclosure of any Bids or portions thereof.

IB.14 JOINT OFFERS

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

IB.15 COMPANY PERSONNEL AND CERTIFICATIONS

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

All sub-contractors of successful Bidder shall abide by all the requirements set forth in this section.

IB.16 SINGLE BID RESPONSE

If only one Bid is received in response to this IFB, the City must determine if the quality of service meets or exceeds the department's expectations, and if the price is fair and reasonable. 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, documentation supporting all cost elements.

IB.17 PRICE SHEET

Each Bid shall itemize the unit and extended price for each line item indicated on the price sheets; Exhibit B. The total price shall include all things necessary for completion of all work indicated in the specification/scope of work included herein. The price sheet must be submitted **separately** through the City of Norwalk's online PlanetBids portal. The City has the right to disqualify bids that include price sheet within the bid documents. The Price sheet shall be a separate upload submittal, not part of the bid documents.

IB.18 PROTEST PROCEDURES

Right to protest during pre-bid period - Any actual or prospective Bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Authority, in writing, within ten (10) days before the bid opening or within five days after the bid opening. (NMC 3.20.160).

Filing of protest – Protests shall be made in writing to Purchasing Authority, within ten (10) calendar days before the scheduled bid opening or within five (5) business days after the bid opening. A protest filed after the tenth (10th) day shall not be considered. A protest lodged after award by the City Council will not be considered. Protests shall also be made, in writing, if required, to any other state or federal agency, from which the City receives grant funds. (NMC 3.20.170).

Filing of protest during post bid evaluation and post award period - Protests shall be made in writing to the Purchasing Authority, within five (5) working days of notification a proposal has been recommended for award by the City; or after a proposal has been awarded. (NMC 3.20.160).

Subject of protest - Protesters may file a protest on any phase of the solicitation or award including, but not limited to, specifications, preparation, bid solicitation, award or disclosure of information marked confidential in the bid or offer. (NMC 3.20.180)

Form - The protest shall include:

- name and address of the protestor;
- appropriate identification of the procurement, and if the contract has been awarded the bid number;
- statement of reasons for the protest;
- supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated. (NMC 3.20.190).

If the solicitation is funded with Federal Transit Administration (FTA) monies, the determination is final and that FTA's involvement in bid protests is limited. The 2 CFR Part 200 Uniform Guidance provides that:

“The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.” – 2 C.F.R. § 200.318(k).

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 EXCEPTIONS AND DEVIATIONS

All exceptions and deviations from the requirements of this IFB, segregating “technical” from “contractual” exceptions, must be explicitly, fully and separately stated in the proposal by completing the Request for Exceptions and Deviations Form (Exhibit I). Where the Bidder wishes to propose alternative approaches to meeting the City of Norwalk’s technical and contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Bidder will be deemed to have accepted the contract requirements as set forth in Section 4.

IP.21 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 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) Reject any or all Bids for any reason;
- (b) Waive any informality or minor errors to the extent permitted by law;
- (c) Award the Agreement as the interest of the City may require;
- (d) Cancel the entire IFB; or
- (e) Issue subsequent IFB’s.

IP. 22 DBE PARTICIPATION

The City of Norwalk hereby notifies all Proposers 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. **There is no DBE goal or good faith effort required for this procurement.**

SECTION 2 - GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement	The Contract to be negotiated and entered into by the City and the successful Proposer for the work described in this IFB.
Proposer/Vendor/Contactor/ CONTRACTOR/Proposer	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 or Norwalk Transit System (NTS).
Contract	The written agreement executed by the City and the successful Proposer 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 or 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 Proposer specifying the date on which the Work under the Contract is to be initiated.
Bidder	Bidder or Contractor or CONTRACTOR or Proposer.
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".

Work

Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Proposer 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. The City reserves the right to negotiate with a successful Bidder the final provisions or provisions in addition to those contained in this IFB. The contents of this IFB, as revised and/or supplemented, and the successful Bidder will be incorporated into and become part of the agreement.

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

NTS is an FTA recipient and Contractor shall adhere to 9 CFR Part 18 FTA Circular 4220.1G CFR 200 Appendix II (A) in regards to disputes.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by City's Executive Director of Regional Transportation. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to City of Norwalk's City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer

evidence in support of its possession. The decision of the City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Breach of Contract - The successful Bidder shall be deemed in breach of contract if the successful Bidder: fails to comply with any terms of the contract; fails to cure such noncompliance within five (5) calendar days from the date of written notice from City Utilities or such other timeframe, greater than five (5) calendar days, specified in the notice; fails to submit a written response to the notification from City Utilities within five (5) calendar days after the date of the notice.

Force Majeure - The successful Bidder shall not be in breach of the contract as long as its default was due to causes beyond reasonable control (force majeure) and occurred without any fault or negligence on the part of both the successful Bidder and its subcontractors.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his 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 of 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 of the City - The City shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies - The duties and obligations imposed by the Contract documents 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 Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, 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.

Fees - All costs, expenses and attorney fees incurred by the Contractor in connection with any appeal, suit or claim regarding a dispute that is brought by the Contractor shall be paid by the Contractor.

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. (Free On Board) 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 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.8 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.9 TERMINATION FOR DEFAULT

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure - The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

GC.10 TERMINATION FOR CONVENIENCE

The City may terminate this contract in whole or in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. City has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the City, the City's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

GC.11 LIQUIDATED DAMAGES

If applicable, it shall be agreed by the parties to the Agreement that time is of the essence, and in the event of delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impracticable to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Bidder will pay to the City the sum of two hundred fifty dollars (\$250) for each working days delay in delivery, performance and/or acceptance of the

approved work as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Bidder under the Agreement or may be recovered by the City through any lawful means.

The successful Bidder will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Bidder shall notify the City's representative in writing of the causes of delay within three (3) business days from the beginning of any such delay.

The successful Bidder shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

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 EXCESS REPROCUREMENT LIABILITY

If applicable, 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 reprocurement expense obligation by Bidder shall be limited to the excess over the price specified herein for such items or services.

GC.14 NON-RESTRICTIVE CLAUSES

The City will only accept Ford Original Equipment Manufacturer (OEM) parts for this procurement. No aftermarket parts will be accepted.

GC.15 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 Contraption attached hereto as Exhibit C. Contractor's

covenant under this Section and Exhibit C shall survive the expiration or termination of this Agreement.

GC.16 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 of One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of work under this Agreement;

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

(3) workers' compensation insurance and employer's liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident 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 17 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 professional liability and workers' compensation policies, 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, in which case the insurer shall give ten (10) calendar days' written notice to City.

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.17 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. The Certificate of Non-Collusion must be notarized.

GC.18 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.19 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.20 DELIVERY AND SERVICES

The services and/or equipment described herein are to be rendered for the City of Norwalk at 12650 E. Imperial Hwy., Norwalk, CA 90650. Service entrance address is 12735 Civic Center Drive, Norwalk, CA 90650 (Southwest entrance of the building).

GC.21 CONTRACT TERMS AND REQUIREMENTS

The successful Bidder shall deliver and complete all services described in the Scope of Services and agrees to perform such services in accordance with all terms and conditions of the City's standard Agreement. By submitting a Bid, the Respondent agrees that it will enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

GC.22 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 subcontractors, 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 subcontractors 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 subcontractors to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.23 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/Specifications

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.24 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 Agreement 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, 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 proposal submitted before final payment of the contract.

If the Contractor's proposal 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.

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 SERVICES

1. Project Overview and Objective.

The City of Norwalk is soliciting bids from qualified Ford OEM Dealerships to supply and deliver Original Equipment Manufacturer (OEM) Ford parts and perform repairs on the City's Ford Light duty, medium duty and Heavy-duty vehicle/truck fleet up to an F-750 truck GVWR 3,700 lbs. to 25,999 lbs. Refer to Exhibit K "Vehicle List". No after-market parts will be accepted. All products offered shall be genuine Ford parts of the highest quality or grades available to provide reliable and efficient services to the residents of Norwalk. There shall be no expected minimum or maximum order quantity requirement.

2. Qualifications. The Contractor's product, services, and facilities will be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred herein this IFB.

2.1 Contractor must be a FORD (OEM) Dealership facility.

2.2 Dealership shall possess the capability of supplying and delivering Original Equipment Manufacturer (OEM) Ford parts and repairs on Ford vehicles.

2.3 Contractor must have at least five (5) years of experience in servicing/repairing Ford (OEM) vehicles with satisfactory references.

2.4 Dealership shall possess all required permits and licenses necessary to supply product and/or perform services.

3. Delivery of OEM Ford Parts. Contractor shall deliver OEM Ford parts to the City of Norwalk's Transportation/Public Services Facility located at 12735 Civic Center Drive, Norwalk, CA 90650 (Southwest entrance of the building). OEM Ford parts are to be delivered between 8:00am-6:00pm Monday through Friday. Parts to be delivered within seven (7) business days unless specified ETA is mutually agreed between the City and Contractor.

3.1 Delivery Charges. Any delivery charges, air freight, next day air shall be invoiced on the same invoice as the part (s). The Fleet Maintenance Manager or designee must give written approval for such changes.

3.2 Bill of Landing. Contractor will comply with industry standards for packaging and delivery of orders. All parts delivery must be signed by a City employee and accompanied by a bill of landing or equivalent.

3.3 The Contractor will perform all package, shipping, and freight of supplies procured by this IFB.

- 3.4 Discrepancies related to wrong parts, quantities, or delivery will not be accepted by the City. All costs related to problems caused by the bidder will be borne by the Bidder. This includes prepaid shipping for goods that are shipped incorrectly.
- 3.5 The contractor shall assume all responsibility and risk of loss incident to said deliveries.
- 3.6 In the event the delivery of OEM parts under this IFB are delayed because of strike, injunctions, government controls, or act of God having a direct effect on the manufacture and delivery of the FORD OEM parts that could not have reasonably been anticipated by the contractor, the Contractor shall notify the city immediately.
- 4. Return Policy.** Any OEM Ford parts that are defective or nonconforming, or not correct due to the Contractor's error, shall be returned to the Contractor at no charge to the City.
- 5. Repair Services.** The contractor shall have the ability and expertise to perform repairs on the Ford vehicles in accordance with Ford OEM specifications and requirements. Dealership must have the OEM training, special tooling, and a sterile environment to perform the major repairs, such as transmission and engine replacements. Contractor shall provide all labor, OEM parts, materials, equipment, and supplies. All parts shall be genuine Ford parts. No after-market parts will be accepted.
- 5.1 Recalls. All ford recall work shall be performed at the Contractor's dealership regardless of where the vehicle was purchased. All parts and repairs associated with the Ford Recall shall be at no charge to the City.
- 6. Possession of Vehicle.** When the City vehicle is in the possession of the Contractor, the Contractor shall securely store the City vehicle and all its ancillary componentry installed in or on the City vehicle at the Contractor's facility. The Contractor shall be solely responsible for the City vehicle and its contents during the Contractor's possession.
- 6.1 Securing Vehicle. When the vehicle is in the possession of the CONTRACTOR, CONTRACTOR shall securely store the vehicle and all its ancillary componentry installed in or on the vehicle at the CONTRACTOR's facility. The CONTRACTOR shall be solely responsible for the vehicle and its contents during their possession while stored at their facility.
- 6.2 Accidents/Incidents - Vehicles. The contractor shall immediately notify the City in writing if the City vehicle was involved in an accident or incident. If applicable the City will coordinate any necessary repairs.

6.3 Accidents/Incidents - Personnel. Contractor shall provide to the City a written notification of the personnel that were injured while working on a City vehicle within seven (7) working days of the accident/incident and notice shall include the nature of the injury and treatment performed.

7. Return of Vehicle After Repair. The City shall be responsible for picking up vehicle after completion of repairs. The City shall pick up the vehicle from the Contractor Monday through Friday between the hours of 8:00am-4:00pm or Contractor's pick-hours.

7.1 City shall inspect repaired vehicle utilizing the City's completed Pre-Inspection Checklist to ensure additional damages were not incurred and/or if missing components were discovered during Contractor's possession of City vehicle prior to City taking possession of the vehicle from Contractor.

7.2 Should The City determine that there is additional damage and/or missing components from the City vehicle, City shall not accept the vehicle without Contractor's written acknowledgement on the City's Pre-Inspection Checklist. A formal written notification from the City to the Contractor shall be provided to the Contractor within seven (7) business days of discovery of additional damage and/or missing components.

7.3 If it is determined that additional damages and/or missing components occurred when the vehicle was in possession of Contractor, the Contractor will be financially responsible for repairing additional damage and/or replacing missing components within thirty (30) business days from discovery.

7.4 Should CITY determine that the quality of repair is unsatisfactory, CONTRACTOR shall correct deficiencies at no cost to the CITY

8. Additional Repairs and/or Parts. Contractor shall submit a written notification to NTS within a reasonable time of any additional repairs and/or parts needed and provide a revised estimate within five (5) business days from initial written notification to NTS. NTS shall provide a change order. The contractor shall not commence additional repairs or procure additional parts without Fleet Manager issued Purchase Order change.

9. Acceptance of Work. Contractor shall record, maintain, and be responsible for ensuring that all Ford OEM specifications and procedures are followed during all repairs.

9.1 All work by the Contractor shall be approved by the Fleet Maintenance Manager or designee.

10. Quality of Work. The quality of work shall be in accordance with Ford procedures and specifications.

11. Warranty. CONTRACTOR shall guarantee the work product against all defects in workmanship or materials. All work performed shall be subject to an unconditional repair warranty of one (1) year on labor and the repair part(s) shall be in accordance with the OEM warranty.

**SECTION 4 - FORM OF CONTRACT (SAMPLE)
FOR NORWALK TRANSIT SYSTEM (NTS)
(City of Norwalk)**

**THIS AGREEMENT FOR SUPPLY AND DELIVER FORD ORIGINAL EQUIPMENT
MANUFACTURER (OEM) PARTS AND REPAIR SERVICES FOR NORWALK TRANSIT
SYSTEM (NTS)**

(“Agreement”) is dated _____ (“Effective Date”), and is between the City of Norwalk, a California municipal corporation (“CITY”), and _____, a _____ (“CONTRACTOR”). The CONTRACTOR and the CITY are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

R E C I T A L S

- A. CITY desires to utilize the services of a CONTRACTOR to supply and deliver Ford original equipment manufacturer (OEM) parts and repair services for Norwalk Transit System (NTS).
- 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.

The parties therefore agree as follows:

1. CONTRACTOR’S Services.

- 1.1 Scope of Services. CONTRACTOR shall perform the specific work more particularly described in Exhibit A, and in accordance with the provisions of Invitation for Bid (“IFB”) No. 27-875 and all Addenda.
- 1.2 IFB No. 27-875 and Addenda. CONTRACTOR has confirmed receipt of all Addenda amending IFB No.27-875, and CONTRACTOR, in the performance of all services required under this agreement, shall adhere to terms and requirements for No. 27-875 -and all Addenda provided to CONTRACTOR.
- 1.3 Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the work 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 Services 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 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 the commencement date for a term not to exceed the term set forth in Section 2. If the CONTRACTOR is not the incumbent. New CONTRACTOR shall commence the services contemplated under this Agreement within thirty (30) calendar days upon receipt of a Notice to Proceed for such services from the City representative.

1.6 Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

2. **Term of Agreement.** The term of the proposed Agreement shall be from January 1, 2027 – June 30, 2030 ("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.

3. **Compensation.**

3.1 Compensation. As full compensation for CONTRACTOR's Services provided under this Agreement, City shall pay CONTRACTOR a sum not-to-exceed _____ (the "maximum compensation"), based on the rates set forth in the fee schedule, attached hereto as Exhibit B ("Fee Schedule"). In no event shall the CONTRACTOR be paid more than the maximum compensation (which includes expenses and additional services, if any) during the term of this Agreement.

3.2 Expenses. CITY shall only reimburse CONTRACTOR for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by the CITY.

- 3.3 Additional Services. CITY may request additional services under this Agreement. All such work, however, must be authorized in writing by the City Council or the City Manager, as applicable, prior to commencement. CONTRACTOR shall perform such services, and City shall pay for such additional services in accordance with fee schedule set forth in Exhibit B, or as otherwise agreed upon by the parties in writing. Any work incurred by CONTRACTOR which is not expressly authorized by this Agreement will not be reimbursed by CITY.

4. Method of Payment.

- 4.1 Invoices. No later than the fifth (5th) day of each month, CONTRACTOR shall submit monthly invoices to the City Representative for the services performed pursuant to this Agreement during the preceding month. The invoices shall describe in detail the services rendered during the preceding month period and shall show the days worked and number of hours worked for each day in the preceding month period. CONTRACTOR shall remit all invoices to the City Representative at the address provided in Section 14.
- 4.2 Disputed Amounts. CITY shall review all invoices and notify CONTRACTOR in writing ten (10) business days after receipt of the invoice of any disputed amounts.
- 4.3 Payment. CITY shall pay all undisputed portions of the invoice within fifteen (15) calendar days after receipt of the invoice up to the maximum compensation set forth in Section 3.
- 4.3 Audit of Records. Upon CITY providing 24-hour prior written 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 CITY. CITY may conduct such review and audit at any time during CONTRACTOR's regular working hours. Notwithstanding the foregoing, CITY's right to inspect, copy and audit shall not extend to the composition of CONTRACTOR's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

5. **Standard of Performance.** CONTRACTOR shall perform all work under this Agreement in accordance with the standard of care and skill generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY. The acceptance of CONTRACTOR's work by CITY shall not operate as a release of CONTRACTOR from such standard of care and skill.

- 6. Ownership of Work Product.** Upon full payment of all monies owed to CONTRACTOR, all reports, documents or other written material (collectively, “work product”) developed by CONTRACTOR in the performance of this Agreement shall be and remain CITY’s property without restriction or limitation upon its use or dissemination by CITY. Work product shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of work product on any project other than the Project shall be at CITY’s sole risk, unless CITY compensates CONTRACTOR for such reuse. CITY agrees, to the fullest extent permitted by law, to indemnify and hold CONTRACTOR harmless from any claim, liability or cost (including reasonable attorney’s fees and defense costs) arising or allegedly arising out of any reuse or modification of the work product by CITY or any person or entity that obtains the work product from or through CITY on any project other than the Project.
- 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. CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this Agreement and 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 7.
- 7.1** In the event that CONTRACTOR, or its employee, agent, or subcontractor providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (“PERS”) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

7.2 The Parties further acknowledge the following: (i) that CONTRACTOR shall provide the Services outlined in the Scope of Services directly to CITY; (ii) CONTRACTOR maintains a business location at the address listed under Section 13 that is separate and distinct from the CITY; (iii) CONTRACTOR contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the CITY; (iv) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, CONTRACTOR provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) CONTRACTOR has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the CITY's business hours and CITY staff availability, CONTRACTOR may set its own hours and location of work.

- 8. Confidentiality.** CONTRACTOR covenants that 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 CONTRACTOR to any person or entity without CITY's prior written authorization. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to CONTRACTOR before receipt of same from CITY; or (b) becomes publicly known other than through CONTRACTOR; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order. CITY shall grant such authorization if disclosure is required by law. CONTRACTOR shall return all data to CITY upon the expiration or termination of this Agreement. CONTRACTOR's covenant under this Section 8 shall survive the expiration or 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 work 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 City Manager's prior written approval, 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. CONTRACTOR shall incorporate a clause substantially similar to this Section 9 into any

subcontract that CONTRACTOR executes in connection with the performance of this Agreement.

10. Indemnification. CONTRACTOR shall indemnify, 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 as Exhibit C. CONTRACTOR's covenant under this Section 10 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 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 of One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of Services under this Agreement;

(2) Automobile liability insurance, with minimum combined single limits coverage of \$1,000,000 (one million dollars) per accident for bodily injury and property damage covering any vehicle;

(3) Workers' compensation insurance with a minimum limit of \$1,000,000 (one million dollars) or the amount required by law, whichever is greater, unless otherwise agreed to by CITY Manager or designee in writing, and;

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 professional liability and workers' compensation policies, 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 such that the requirements in this Agreement are no longer met except after thirty (30) calendar days' prior written notice by insurer to CITY, unless canceled for non-payment, in which case the insurer shall give ten (10) calendar days' written notice to CITY.

11.3 All insurance coverages shall be confirmed by execution of endorsements required under Section 11.2. CONTRACTOR shall file

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

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 17 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 professional liability and workers' compensation policies, 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, in which case the insurer shall give ten (10) calendar days' written notice to City.

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.

12. **Cooperation.** In the event any claim or action is brought against CITY relating to CONTRACTOR's performance of Services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation that CITY requires.
13. **Termination.** CITY may terminate this Agreement for convenience, after giving written notice to CONTRACTOR at least thirty (30) calendar days before the termination is to be effective. If CITY defaults under this Agreement, and if CITY has not cured the default within thirty (30) calendar days after CONTRACTOR has given CITY notice of the event of default, CONTRACTOR may terminate this Agreement for cause after giving written notice to CITY at least thirty (30) calendar days before the termination is to be effective. CONTRACTOR shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. CONTRACTOR shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and CONTRACTOR shall deliver all materials, reports, documents, notes or other written materials compiled through the last working day this Agreement is in effect. In no event shall

CONTRACTOR be entitled to receive more than the maximum compensation set forth in Section 3 of this Agreement that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. Neither party shall have any other claim against the other party by reason of such termination.

- 14. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required by or permitted under this Agreement shall be in writing and given by first class U.S. mail or by personal service. Notices shall be conclusively deemed received on: (a) personal delivery; (b) confirmed delivery by courier service during CONTRACTOR's and CITY's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (c) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 14.

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

If to CITY:

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

With a copy to:

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

If to CONTRACTOR:

- 15. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- 16. Non-Assignability; Subcontracting.** CONTRACTOR shall not subcontract or assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent. Such consent may be given by the City Manager in his/her discretion. Any attempt by CONTRACTOR to so subcontract, assign or delegate this Agreement or any rights, duties or obligations arising hereunder in violation of this Section 16 shall be 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, including all federal and state grant funding requirements applicable to this Agreement.

- 18. No Third Party Beneficiaries Intended.** Unless otherwise expressly provided for in Exhibit A, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.
- 19. Non-Waiver of Terms, Rights and Remedies.** No waiver by any party of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default by CONTRACTOR. Further, no payment made by CITY to CONTRACTOR shall constitute or be construed as a waiver by CITY of any breach or default by 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.
- 20. Attorney's 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 attorney's fees.
- 21. 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.
- 22. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Norwalk.
- 23. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents 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.

- 24. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their respective authorized representatives, are signing this Agreement on the date stated in the introductory clause.

CITY OF NORWALK

CONTRACTOR

By: _____
Jesus M. Gomez
City Manager

By: _____

Date: _____

ATTEST:

By: _____

By: _____
Theresa Devoy, CMC
City Clerk

APPROVED AS TO FORM:

**(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.)**

By: _____
Arnold M. Alvarez-Glasman
City Attorney

SECTION 5 - FORMS AND CERTIFICATIONS

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LETTER OF TRANSMITTAL

CITY OF NORWALK
DEPARTMENT OF TRANSPORTATION (NORWALK TRANSIT SYSTEM)
12650 IMPERIAL HWY. 3RD FLOOR
NORWALK, CA 90650

SUBJECT: INVITATION FOR BID (IFB) No. 27-875 SUPPLY AND DELIVER
FORD ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS
AND REPAIR SERVICES FOR NORWALK TRANSIT SYSTEM
(NTS)

In response to the subject Invitation for Bid (IFB) and in accordance with the accompanying Instructions to Bidders, the Bidders hereby commits to the City of Norwalk to perform the work in accordance with the provisions in the Proposal Level Contract Documents 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 Work 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 Bid 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 Bid requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

SCOPE OF SERVICES

Section 3 Scope of Services, IFB No. 27-875 is herein incorporated by reference.

EXHIBIT A

PRICE SHEET

FORD OEM Parts. Contractor shall provide price for FORD (OEM) original equipment manufacturer parts based on percentage off the Manufacturer's recommended list price. This contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

SUPPLY AND DEMAND PRICE INCREASES AND DECREASES. Bid Pricing shall be valid from January 1, 2027 through June 30, 2030. In the event of an unforeseen price increase on products and labor due to inflation, production and distribution costs only, Contractor shall request the City in writing a price adjustment 30 days prior to price increase taking effect. The request must include documentation and/or formal cost justification for these price increases. Request will be formally reviewed, and if justified, a purchase order amendment will be executed. Similarly, Contractor shall notify the City in writing of any unforeseen price decrease on products and labor due to inflation, production, and distribution costs, outside of Contractor's control. Contractor shall pass along any such price decrease to the City.

This contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

TARIFF PROVISION. The price stated herein is based on tariffs, duties, or other government-imposed fees in effect as of the Effective Date. If such tariffs, duties, or fees are materially increased, decreased, or newly imposed after the Effective Date and demonstrably affect the cost of performance, either Party may request in writing an equitable adjustment to the purchase order. Any such adjustment shall be subject to (1) mutual written agreement of the Parties, and (2) formal approval by the City prior to taking effect. No adjustment shall be effective or binding upon the City without such written approval from the City.

SALES TAX All Taxes Shall be excluded in Table A

Cores. The bid price of cores will not be considered in adjudication of bids.

Table A						
Description of Services	Year 1 1/1/2027- 6/30/2028	Year 2 7/1/2028- 6/30/2029	Year 3 7/1/2029- 6/30/2030	Year 4 7/1/2030- 6/30/2031 (Option)	Year 5 7/1/2031- 6/30/2032 (Option)	
Hourly labor rate for diagnostic and/or inspections at a Ford (OEM) Dealership Facility	\$	\$	\$	\$	\$	
Hourly labor rate for repairs at a Ford (OEM) Dealership Facility	\$	\$	\$	\$	\$	

FORD Part No.	Description	MSRP/List Year 1	Bid Price				
			Year 1	Year 2	Year 3	Year 4	Year 5

EXHIBIT B

		1/1/2027- 6/30/2027 List Pricing	1/1/2027- 6/30/2028	7/1/2028- 6/30/2029	7/1/2029- 6/30/2030	7/1/2030- 6/30/2031 (Option)	7/1/2031- 6/30/2032 (Option)
DY1401 (9G444)	O2 sensor	\$	%	%	%	%	%
PFS1177 (9H307)	Fuel pump	\$	%	%	%	%	%
CM5187 (9F593)	Fuel injector	\$	%	%	%	%	%
SP509X (24FP)	Spark plug	\$	%	%	%	%	%
MDF14 (3304)	Ignition coil	\$	%	%	%	%	%
MDF14 (3304)	Drag link	\$	%	%	%	%	%
PW639 (8501)	Water pump	\$	%	%	%	%	%
RAD305 (8005)	Radiator	\$	%	%	%	%	%
BRF1903 (2200)	Brake lining	\$	%	%	%	%	%
FC4Z9275A PS978	Fuel Sender Assy	\$	%	%	%	%	%
FC4Z9G282A PFB114	Fuel Pump Assembly	\$	%	%	%	%	%
LC3Z-7000-QRM	Automatic Transmission Assy	\$	%	%	%	%	%
LC4Z-6006-C	Engine Assembly	\$	%	%	%	%	%
DC3Z-6006-ARM	Remanufactur ed Engine Assy	\$	%	%	%	%	%
LC3Z-7869-B	Automatic transmission cooler	\$	%	%	%	%	%
FR3Z-1A189-J	TPMS Sensor	\$	%	%	%	%	%
JX7Z-A189-D	TPMS Sensor	\$	%	%	%	%	%
L1MZ-3A427-E	Shaft Front Axle	\$	%	%	%	%	%
LB5Z-3B477-A	Axle Hub Nut	\$	%	%	%	%	%
L1MZ-3A427-E	Shaft Front Axle	\$	%	%	%	%	%

**PARTS COST MARK-UP _____% OR LIST PRICE SHEET LESS _____% INCLUDING
ITEMS NOT INCLUDED IN TABLE**

Delivery Charges if applicable \$ _____

EXHIBIT B

Company Name:	
Name:	
Title:	
Signature:	
Date:	

EXHIBIT B

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

Contract/Agreement/License/Permit No. or description: Invitation for Bid- No. 27-875 SUPPLY AND DELIVER FORD ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND REPAIR SERVICES FOR NORWALK TRANSIT SYSTEM (NTS)

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 attorney's 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(s), 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. Such claims, losses and liabilities include, but are not limited to, contraction of the COVID-19 virus and physical and/or emotional injuries and/or death caused by contraction of the COVID-19 virus. To the fullest extent permitted by law, this waiver is intended to be a complete release of 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"

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT C

REFERENCES

BIDDER'S NAME: _____

Bidders shall furnish the names, addresses and telephone numbers of a minimum of three (3) references of customers for which they have furnished or are currently furnishing work of a similar nature to the requirements outlined in this IFB. If you have provided similar services outlined in this IFB to NTS in the past, please check the box below, in lieu of filling out this form.

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Detailed description of work and term of contract:	
Awarded Contract Amount:	\$

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Detailed description of work and term of contract:	
Awarded Contract Amount:	\$

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Detailed description of work and term of contract:	
Awarded Contract Amount:	\$

EXHIBIT D

**ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF
ABILITY TO
PROVIDE COVERAGES SPECIFIED**

I, _____, the _____
(President; Secretary; Owner or Representative)

of _____, certify that the _____ (Company
Name or Corporation, or Owner)

Insurance Requirements set forth in the solicitation have been read and understood
that our insurance company(ies) _____

(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.

Signature of President, Secretary, Partner,
Owner or Representative

Date

Date

EXHIBIT E

CERTIFICATION OF NON-COLLUSION

By submission of this Proposal, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Proposal 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 Proposal 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 Proposal 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 Proposal 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

EXHIBIT F

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

☐ The Bidder certifies that the Bidder and its principals:

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

2. Have not, within the preceding three years, 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 or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;

4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

☐ The Bidder is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Bidder must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Bidder shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT G

LOBBYING CERTIFICATION

This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Bidder certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an 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 Bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Bidder shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was 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.

The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

EXHIBIT H

EXCEPTIONS AND DEVIATIONS FORM

The following form shall be completed for each deviations and/or exceptions in the bid in accordance with Section IB.20 Exceptions and/or Deviations.

Check here if Bidder not requesting exceptions and/or deviations ☐

Deviation #:____ Page:____ Section:____

Complete Description of Deviation:

Rational (Pros & Cons):

Authorized Signature

Company Name (print

Name and Title (print)

Date

EXHIBIT I



Applicant/Interested Party Campaign Contribution Disclosure Form

Land use, entitlements, licenses, permits, franchises, contracts
(excluding labor and competitively bid contracts)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Norwalk City Council Member or Planning Commissioner (if they are running for City Council) from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$500 within the previous 12 months, and for 12 months following the date a final decision from the business or applicant. The Levine Act also requires a member of the Official who has received such a contribution to disclose the contribution on the record of the proceeding.

Contribution Disclosure

Please list all contributions in excess of \$500 (either as a single payment or in aggregate) made within the past 12 months to officers of the agency involved in the above-mentioned type of proceeding by any parties (applicants) or their agents or representatives, including corporations, limited liability companies (LLCs), or other business entities and principals thereof. You may attach additional pages as necessary to list contributions made to involved agency officers and provide additional information about the contributor's relationship with the recipient.

**Contractor
Name/Project:**

Date of Contribution	Recipient Officer/Candidate	Contribution Amount	Refunded:		Date of Refund
			Yes	No	

No contribution made: ☐

Providing contributions to candidates does not preclude the City Council from awarding a contract or approving an application or any subsequent action. It does, however, preclude the identified City Council Member/Planning Commissioner(s) from participating in any actions related to your proposal or application. Additionally, this information must be updated if contributions exceed \$250, and no less than 45 days before any agency consideration of an item in which you or your company is engaged with the City.

I declare under penalty of perjury that the information which has been included in this Disclosure Form is true and correct.

Signature

Signature of Applicant

Title

Date

EXHIBIT J

VEHICLE LIST

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

City Leased Vehicles

City of Norwalk Veh.#	Year	Type	Model	Description	VIN Number
110223	2023	Ford	Escape	Base 4dr	1FMCU0FN3PUA00464
120425	2025	Ford	Explorer	SUV	1FMUK7DH8SGA34522
130324	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN8PUA00539
142520	2020	Ford	Transit-350	Cargo Van	1FTBW1Y80LKA83672
142225	2025	Ford	Explorer	SUV	1FMUK7DH3SGA06286
172623	2023	Ford	Escape	Base 4dr	1FMCU0FN2PUA07793
172024	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN9PUA07497
173125	2025	Ford	Escape	Base 4dr front wheel d	1FMCU0GN6SUA09098
180123	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN8PUA07944
212624	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN9PUA07659
250325	2025	Ford	Escape	Base 4dr front wheel d	1FMCU0GN1SUB35384
260823	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN4PUA00523
270625	2025	Ford	Escape	Base 4dr front wheel d	1FMCU0GN9SUB35195
270924	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN2PUA00553
271023	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN2PUA07633
291320	2020	Ford	Ranger	XLT SupperCrew Cab	1FTER4EH6LLA30446
291420	2020	Ford	Ranger	XLT SupperCrew Cab	1FTER4EH0LLA30443
291520	2020	Ford	Ranger	XLT SuperCrew Cab	1FTER4EH2LLA30444
291723	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN4PUA07911
291823	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN8PUA07832
301123	2023	Ford	Escape	Base 4dr front wheel d	1FMCU0FN3PUA07723
301225	2024	Ford	F-150	XL Regular Cab	1FTMF1K54RKE15273
315420	2020	Ford	F-450	Truck	1FDUF4GN2LDA14418
315520	2020	Ford	F-250	XL Super Cab Cargo B	1FD7X2A6XLEE86781
315620	2020	Ford	F-350	Truck	1FDRF3G67LEE86777
315722	2022	Ford	F-150	XL Regular Cab	1FTMF1CB3NKE22276
315824	2023	Ford	F-350	Truck	1FDRF3GN4PED51320
321220	2020	Ford	F-250	Truck	1FTBF2A67LEE34073
321326	2025	Ford	F-650	Dump Truck	1FDNF6AN1TDF03532
354420	2020	Ford	F-350	Truck	1FDRF3G69LEE86764
354525	2025	Ford	F-650	Chipper Truck	1FDNF6AN8SDF04692
354626	2025	Ford	F-650	Dump Truck	1FDNF6ANXSDF08291
354726	2025	Ford	F-650	Dump Truck	1FDNF6AN1SDF08292
373424	2023	Ford	F-450	XL Utility Bed	1FDUF4GN6PDA08353
373524	2023	Ford	F-550	Truck	1FDUF5GN0PDA20021
401520	2020	Ford	Ranger	XLT SupperCrew Cab	1FTER4EH4LLA30445
457920	2020	Ford	Transit-350	XL Passenger Van	1FBAX2C81LKB07665
458021	2021	Ford	Explorer	SUV	1FM5K8AB8MGB21253
458121	2021	Ford	Explorer	SUV	1FM5K8ABXMGB21254
458221	2021	Ford	Explorer	SUV	1FM5K8AB6MGB21252
458321	2021	Ford	Explorer	SUV	1FM5K8AB2MGB24343
458421	2021	Ford	Explorer	SUV	1FM5K8AB1MGB21255
458520	2020	Ford	F-150	XL Super Crew Cab	1FTEW1C48LKE64123

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458722	2022	Ford	Police Intercepto	Utility	1FM5K8AW8NNA00903
458822	2022	Ford	Police Intercepto	Utility	1FM5K8AW7NNA01105
458922	2022	Ford	Police Intercepto	Utility	1FM5K8AW2NNA01092
459022	2022	Ford	Police Intercepto	Utility	1FM5K8AW7NNA01024
459122	2022	Ford	Police Intercepto	Utility	1FM5K8AW4NNA01112
459222	2022	Ford	Police Intercepto	Utility	1FM5K8AW5NNA01006
459322	2022	Ford	Police Intercepto	Utility	1FM5K8AW3NNA00985
459423	2023	Ford	Ranger	STX SuperCrew Cab	1FTER4EH1PLE28921
459523	2023	Ford	Ranger	STX SuperCrew Cab	1FTER4EH3PLE28980
459623	2023	Ford	Ranger	STX SuperCrew Cab	1FTER4EH7PLE29176
459723	2023	Ford	Ranger	STX SuperCrew Cab	1FTER4EH6PLE28343
461725	2024	Ford	F-350	XL Dump Bed	1FDRFEGN4REE30716
460925	2023	Ford	Maverick	XL Super Crew Cab	3FTTW8E36PRA96028
461025	2023	Ford	Maverick	XL Super Crew Cab	3FTTW8E3XPRA95870
461125	2023	Ford	Maverick	XL Super Crew Cab	3FTTW8E35PRA95954
471820	2020	Ford	F-350	Truck	1FDRF3G67LEE86763
471922	2022	Ford	F-150	XL Regular Cab	1FTMF1CB5NKE25177
472025	2023	Ford	F-550	XL Utility Bed with Cra	1FDUF5GN4PDA08325
472125	2024	Ford	F-350	XL Utility Bed	1FDRF3GN4REE31901
472225	2024	Ford	F-350	XL Utility Bed	1FDRF3GNXREE39291
472325	2024	Ford	F-350	XL Utility Bed	1FDRF3GNXREE30638
472425	2024	Ford	F-350	XL Utility Bed	1FDRF3GN7REE31858
605220	2020	Ford	F-350	XL Utility Bed	1FDRF3G68LEE86769
605320	2020	Ford	F-350	XL Utility Bed	1FDRF3G66LEE86771
605420	2020	Ford	F-350	XL Utility Bed	1FDRF3G68LEE86772
605524	2023	Ford	F-150	XL Regular Cab	1FTMF1CB3PKF99090
619625	2024	Ford	F-350	XL Dump Bed	1FDRF3GN8REE30637
620025	2024	Ford	F-250	XL Utility Bed	1FDBF2AA4REE46996
620125	2024	Ford	F-350	Truck	1FDRF3GN0REE39252
620225	2024	Ford	F-250	Truck	1FDBF2AA8REE48413
620325	2024	Ford	F-350	XL Utility Bed	1FDRF3GNXREE30591
622620	2020	Ford	F-350	XL Utility Bed	1FDRF3G60LEE86779
622722	2022	Ford	F-150	XL Regular Cab	1FTMF1CBXNKE24378
622824	2023	Ford	F-550	Truck	1FDUF5GN1PDA08329
622925	2024	Ford	F-350	Truck	1FDRF3GN4REE40064
623020	2020	Ford	F-350	Truck	1FDRF3G64LEE86770
623120	2020	Ford	F-350	XL Utility Bed	1FDRF3G67LEE86780
623220	2020	Ford	F-350	Truck	1FDRF3G66LEE86768
623320	2020	Ford	F-350	Truck	1FDRF3G6XLEE86773
623420	2020	Ford	F-350	XL Utility Bed	1FDRF3G65LEE86762
623520	2021	Ford	F-350	XL Dump Bed	1FDRF3G61LEE86774
623620	2020	Ford	F-350	XL Dump Bed	1FDRF3G63LEE86775
623720	2020	Ford	F-350	XL Cargo Bed	1FDRF3G69LEE86778
623820	2020	Ford	F-450	Truck	1FDUF4GN0LDA14417

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623920	2020	Ford	F-350	Truck	1FDRF3G60LEE86765
624020	2020	Ford	F-350	XL Utility Bed	1FDRF3G62LEE86766
624120	2020	Ford	F-350	Truck	1FDRF3G64LEE86767
624220	2020	Ford	F-350	XL Dump Bed	1FDRF3G65LEE86776
634525	2024	Ford	F-550	XL 4x2 SD Super Cab	1FD0X5GT5REE03654
634626	2024	Ford	F-550	XL 4x2 SD Super Cab	1FD0X5GT5REE03542
640524	2023	Ford	F-250	XL Utility Bed	1FTBF2AAXPED54132
City Owned Vehicles					
1720	2008	Ford	Ranger	Truck, XL Super Cab	1FTYR10U88PB01744
1724	2020	Ford	F-150	Truck with heated/Coc	1FTMF1CB8LFC49215
1725	2020	Ford	F-150	Truck with heated/Coc	1FTMF1CB6LFC67602
1729	2023	Ford	Transit Connec	Nutrition Van	NMOLS7S21P1554129
1730	2023	Ford	Transit Connec	Nutrition Van	NMOLS7S28P1554130
3151	2016	Ford	F-650	Truck, cab w/utility body (Patch)	1FDNF6AY9GDA03246
3211	2017	Ford	F550	Truck, Aerial	1FDUF5GY2HDA04995
3543	2021	Ford	F-750	Truck, Aerial	1FDNF7DC0MDF02955
4569	2018	Ford	E-350	E-350 Van, 15 Passeng	1FBAX2CM7JKA37695
4570	2018	Ford	Explorer	Police Interceptor	1FM5K8AR2JGA44212
6199	2020	Ford	F550	Truck, Aerial	1FDUF5HN4LDA04400
6346	2020	Ford	F-550	Truck, 4x2 w/body	1FDUF5GN0LDA08753
7508	2000	Ford	F350	Truck, 1-Ton Super Duty	1FDWF36F7YEC95498
7509	2016	Ford	F150	Truck, 4X2 Regular Cab	1FTNF1CGXGKD82197
7510	2024	Ford	F-450	Truck with air compressor	1FDTF4GT8RDA10263
7102	2010	Starcraft Allstar	Ford	ParaTransit Bus	1FDFE4FS0ADB01797
7106	2017	StarCraft All-star	Ford	Paratransit Bus	1FDFE4FS3HDC43071
7107	2017	StarCraft All-star	Ford	Paratransit Bus	1FDFE4FS6HDC43100
7108	2021	StarCraft All-star	Ford	Paratransit Bus	1FDFE4FN7MDC27640
7109	2021	StarCraft All-star	Ford	Paratransit Bus	1FDFE4FN4MDC27644
7110	2021	StarCraft All-star	Ford	Paratransit Bus	1FDFE4FN6MDC27645
7201	2023	StarCraft All-star	Ford	Paratransit Bus	1FDFE4FN5PDD38269
7202	2023	StarCraft All-star	Ford	Paratransit Bus	1FDFE4FN1PDD38205
7203	2023	StarCraft All-star	Ford	Paratransit Bus	1FDFE4FN4PDD37498
7204	2024	StarCraft All-star	Ford	ParaTransit Bus	1FDFE4FNXSDD19614
7029	2014	Ford	Fusion	4-door Sedan	1FA6P0G73E5401132
7030	2014	Ford	Fusion	4-door Sedan	1FA6P0G75E5401133

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