

STANDARD TERMS & CONDITIONS

FORM OF BID AND SIGNATURE. The bid must be made on this form only. Bid should be enclosed in a sealed envelope, showing the bid number in the lower left corner, and addressed to the City of Norwalk Purchasing Division, 12700 Norwalk Blvd., Room 6, Norwalk, California 90651. The bid must be signed with the firm corporate name and by a responsible officer or authorized employee. If the bid is submitted by a corporation, it must be accompanied by a corporate resolution or other signed document granting the individual authority to sign bids and contracts for the corporation. In case of error in extension of prices, unit price will govern. Facsimile bids will be accepted only if specified as acceptable in the bid document. All prices must be firm unless City specifications provide for adjustment.

TAXES. Do not include any Sales Taxes or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier if applicable. Any other taxes must be included in bid prices.

SPECIFICATION CHANGES. If provisions of the specifications restrict bidder from bidding, he may request in writing that the specifications be modified. Such request must be received by the Purchasing Division at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

BRAND NAMES AND SPECIFICATIONS. The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidder must describe variations in his bid.**

AWARD. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. Bidders may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him. The right is reserved to reject any, or all, bids and to waive any informality in bids.

PURCHASE AGREEMENT DOCUMENTS. A copy of the Notice Inviting Bids, the bid and a copy of these General Conditions and the specifications and bid will remain on file in the Purchasing Division and it is understood will form the purchase agreement when accepted by the Admin. Services Manager. All materials or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

PAYMENTS. Payment terms are NET/Thirty (30) days unless bidder otherwise quotes. Cash discounts offered

for payment within fourteen (14) days or less will not be considered by the City when evaluating bids. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of vendor's invoice.

NONDISCRIMINATION. During the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age or physical handicap. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

SAFETY APPROVAL. Where required by City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Department of Building and Safety Approval. Failure to so comply will be cause to reject bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

PUBLIC WORK AND PREVAILING WAGES. In the performance of public work under any purchase agreement, the contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and applicable City regulations. Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the minimum wages as ascertained and published by the City. Copy of wage schedule is obtainable on request from the City.

PATENTS. The supplier agrees to save, keep, bear harmless, and fully indemnify the City, its officers and employees from all damages, costs or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights, trade marks, copyrights, literary or dramatic rights of any person or persons in consequence of the use by the City, its officers, employees, agents and other duly authorized representatives of articles supplied under purchasing agreement, and of which the supplier is not the patentee or assignee, or which the supplier is not lawfully entitled to sell. Should any items for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an items of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Division to be equal to that specified.

ASSIGNMENT. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Division.