



June 11, 2018

**SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 18-009SB**

The City of Corona invites qualified proposals for:

**City of Corona  
Corona Fire Department Hazmat Trailer**

Parties interested in obtaining a copy of this RFP No. 18-009SB may do so by visiting the City website at <https://www.coronaca.gov/i-want-to/rfp-posts-list..> For further information, contact Scott Briggs at [Scott.Briggs@coronaca.gov](mailto:Scott.Briggs@coronaca.gov)

**Closing Date:** Proposals shall be submitted at or before 12:00 p.m., June 28, 2018 at the City of Corona, Purchasing Division located at the following address: 400 South Vicentia Ave. Ste. 320, Corona, CA 92882. Proposals received after the Closing Date will not be opened.

Issuance of this RFP and/or receipt of proposals does not commit City to award a contract.

Signed,  
Scott Briggs  
Purchasing Specialist V



June 11, 2018

**SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 18-009SB**

## **SECTION I**

### **INVITATION**

The City of Corona Fire Department (City) invites proposals from qualified Vendors for:

#### **City of Corona Corona Fire Department Hazmat Trailer**

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

#### **Tentative RFP Schedule (Subject to change at City's discretion)**

- |                                       |                           |
|---------------------------------------|---------------------------|
| 1. Issue RFP                          | June 11, 2018             |
| 2. Advertise in local paper           | June 13, 2018             |
| 3. Written Questions from Vendors due | June 14, 2018             |
| 4. Responses from City due            | June 21, 2018             |
| 5. Proposals Due (date & time)        | 12:00 p.m., June 28, 2018 |
| 6. RFP Evaluation Completed           | July 5, 2018              |
| 7. Vendor Selection                   | July 18, 2018             |

### **Table of Contents**

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Section VI	Price Form
Section VII	Form of Agreement

## **SECTION II.**

### **RFP INSTRUCTIONS**

#### **A. Pre-Proposal Meeting**

“Not Applicable”

#### **B. Examination of Proposal Documents**

1. By submitting a proposal, Vendors represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any Vendor for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a “No Offer” letter is considered a response.

#### **C. Addenda**

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

#### **D. Informed Vendors**

Before submitting proposals, Vendors must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Vendors’ own risk and they cannot secure relief on the plea of error.

#### **E. Clarifications**

##### **1. Examination of Documents**

Should a Vendor require clarifications of this RFP, the Vendor shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and will be posted on the City of Corona website <https://www.coronaca.gov/i-want-to/rfp-posts-list>

##### **2. Submitting Requests**

All questions, clarifications or comments shall be put in writing and must be received by the City no later than June 14, 2018 at 5:00 p.m., and must be

emailed to Scott Briggs at [scott.briggs@coronaca.gov](mailto:scott.briggs@coronaca.gov). Inquiries received after this date and time indicated will not be accepted.

**3. City Responses**

- a. Responses from the City will be communicated in writing to all known recipients of this RFP, by way of Addendum via e-mail and posted on the City's website, no later than 72 hours prior to Proposal Due Date and Time.
- b. It is the responsibility of Vendor to make sure they have received all addenda prior to submitting their proposal. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Proposal Due Date and Time, the Proposal Due date will be extended.

**F. Date and Time**

All proposals are to be submitted to City of Corona Administrative Services Department, Attention: Scott Briggs, no later than 12:00 p.m., June 28, 2018. Proposals received after that date and time will be rejected by the City as non-responsive (NO EXCEPTIONS).

**2. Address**

Proposals shall be addressed as follows:

City of Corona Administrative Services Department  
Attn: Scott Briggs  
400 South Vicentia Ave, Ste. 320  
Corona, CA 92882

Proposals may be delivered in person or by other delivery methods. It is the sole responsibility of Vendors to ensure that their proposals are received at the **time and place** indicated in the RFP. **Late or misdirected proposals shall be rejected and unopened without exception. Postmarks are not accepted.**

*Proposals shall not be sent via e-mail or fax.*

**3. Identification of Proposals**

Vendor shall submit a proposal package consisting of:

- a) One (1) **signed original** of its proposal, and
- b) One (1) CD/Flash Drive with PDF copy

The proposal package shall be addressed as shown above, bearing the Vendor's name and address and clearly marked as follows:

**“RFP No. 18-009SB:  
Corona Fire Department Hazmat Trailer”**

**4. Acceptance of Proposals**

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Vendor responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

**G. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the Vendor in:

1. preparing its proposal in response to this RFP;
2. submitting the proposal to City;
3. negotiating with City any matter related to the proposal; or
4. any other expenses incurred by the Vendor prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Vendor in the preparation of its proposal. Vendor shall not include any such expenses as part of its proposal.

**H. Contract Award**

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Vendor(s) should negotiations with the selected Vendor(s) be terminated, to negotiate with more than one Vendor simultaneously, or to cancel all or part of this RFP.

**I. Acceptance of Order**

The successful Vendor(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

## **J. Public Records**

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "Confidential," "Proprietary," or "Trade Secret" by proposer. The City of Corona will use its best efforts to inform proposer of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer's proposal marked "Confidential," "Proprietary," or "Trade Secret" proposer shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, proposers are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

## **SECTION III.**

### **EVALUATION AND AWARD**

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last five (5) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-Vendors available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

#### **A. EVALUATION CRITERIA**

##### **1. Qualifications of Firm - 25%**

- Strength, stability, experience and technical competence of the firm and sub-Vendors (if any). The City reserves the right to request specific sub-Vendors for certain portions of the project;
- Logic of project organization; and
- Adequacy of labor and resource committed to the project.

##### **2. Qualifications of Personnel - 25%**

- Qualifications, education and experience of project staff; and
- Key personnel's level of involvement in performing related work.

##### **3. Related Experience - 25%**

- Experience in providing services similar to those requested herein;
- Experience working with public agencies; and
- Client references.

##### **4. Completeness and Timeliness of Response - 10%**

- Completeness of response in accordance with RFP instructions;
- Exceptions to or deviations from the RFP requirements; and
- Inclusion of required licenses and certifications of the firm and key personnel performing the project.

##### **5. Reasonableness of Cost and Price - 15%**

- Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received;
- Adequacy of the data in support of figures quoted; and
- Basis on which prices are quoted.

**B. EVALUATION PROCEDURE**

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

- Generate a “short list” and conduct interviews with the top candidates;
- Conduct on-site visits and/or tours of the candidates’ places of business; or
- Conduct negotiations with the most qualified candidate(s).

Vendors should be aware, however, that award may be made without Vendor visits, interviews, or further discussions or negotiations.

**C. AWARD**

Depending on the dollar amounts of the proposals received, City staff will either select Vendor(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

The City anticipates making final selections and awards on or about July 18, 2018.

In addition, negotiations may or may not be conducted with Vendors; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any Vendor.

## **SECTION IV.**

### **TECHNICAL SPECIFICATIONS**

The Corona Fire Department Hazardous Material Team is seeking proposals from qualified manufactures or dealers for the purchase of one (1) new 24-foot enclosed trailer. The enclosed trailer will be pulled behind the City's existing Hazmat Truck. The enclosed trailer shall be used to provide a climate controlled dress out area, storage of equipment. The proposed trailer will provide reduced exposure to diesel exhaust emitted from the current configuration of the hazmat truck. The enclosed trailer shall be complete with all equipment and accessories necessary for safe and efficient operation. All parts, equipment, and accessories shall confirm in strength, quality of material and workmanship to the latest recognized industry standards.

The dealer or manufacturer, at no additional charge to the City, shall also install optional equipment, as necessary, to meet the requirements of this specification.

Please provide a quote for the following or equal materials:

#### **BASIC TRAILER DESIGN FEATURES;**

Minimum trailer size will be 24-ft long, 8-ft wide, with 7-ft interior head space.

Flat Front Design

Structural tube frame material to be minimum 6" aluminum

Flooring cross members at 12-in on center

Roof and wall cross members at 16-in on center

Radiused one-piece aluminum roof; fastener less

Exterior aluminum to be minimum thickness of 0.050

Color shall be Corona Fire Engine Red

Gravel guards and fender flares to be provided for appropriate protection

Frame protection rear skid plates

Scissor jack stabilizers rated at 5000# - 4 total to front and rear

DOT required reflective tape

NFPA red / yellow reflective chevron graphic, 6-in stripe; rear door

White vinyl awning with aluminum weather shield 12v – 21-ft

Rear ramp down door with a minimum rated at 20000 pounds; toy hauler style

Flooring to be black coin style or equivalent; ramp down door included

Man door with screen and tinted window; 36-in x 78-in

Exterior automatic step at man door

Interior walls shall be aluminum painted white

Interior ceiling shall be aluminum painted white

Walls, floors, and ceiling insulation to be R14

Windows to be tinted, openable, with screen; size appropriate for available wall space

Corona Fire Haz Mat graphics

#### **AXLE AND WHEEL;**

Tandem spread axle rated at least 7000 pound with EZ lube style hubs

Electric brakes appropriately rated

No load ground clearance a minimum of 14-in

Aluminum wheels with SS lug nuts – (5) five qty each

Tire – ST 235/85 R16 LRG – (5) five qty each

Spare tire mounted near front of trailer / tongue area

Smooth aluminum wheel boxes

#### **TRAILER TONGUE AND COUPLER;**

Extended triple tube tongue

A-Frame coupler for a 2 -5/16-in ball hitch rated at least 21000 pounds

12v Electric tongue jack rated at least 5000 pounds

7 Pin trailer plug with emergency lighting wired

Load equalizing hitch

**SUB FLOOR BASEMENT STORAGE;**

Slide trays to be designed to match illustrations as closely as possible

Slide trays to be a minimum of 6-in in depth

Slide trays to have easy glide hardware

Slide trays shall have means to secure for transport

Exterior access doors to hinge downward to clear of slide trays

Sub floor area to have LED lighting with local on / off switch

**TONGUE MOUNTED GENERATOR WITH COMPARTMENT;**

Onan 8.0kw 120v diesel generator with remote start capabilities

24 Gallon diesel tank with fuel gauge (6 hour full load run time)

Compartment to have access doors allowing for easy operation and maintenance

Compartment to be lined with acoustic foam for noise abatement and properly ventilated

Compartment to have 30a outlet wired from generator

Diesel exhaust to be routed to opposite side of entry door away from personnel work area

Battery charge controller

**ELECTRICAL COMPONENTS;**

12v fuse panel

12v deep cycle battery isolated to generator only

12v deep cycle battery for coach; (2) two each

Battery box – (3) three battery capacity

50a 120v power inlet with breaker box and appropriate converter

Automatic transfer switch; 50a

25-ft Shore cord

Power cut off switch 12v

Interior lighting to be LED technology with 3 – way wall switch; minimum of 6-in to 18-in

Interior receptacle – 15a 120v; minimum quantity of (8) eight

Exterior receptacle – 15a 120v; minimum quantity of (2) two

Interior USB charging ports – 15a 120v; minimum quantity of (4) four

NFPA 1901 Chapter 26.10.46 the optical warning device umbilical cable shall be a yellow cable meeting the requirements of SAE J2394 for Type F cable with the auxiliary connectors meeting SAE J560 standards.

### **HEATING / AIR / VENTILATION;**

Roof vent with 12v reversible fans, manual activation; (2) two each

AC with heat pump 15,000 BTU, low profile, 10.5”, white; (2) two each

Wall mounted thermostat; white

In wall AC drain system: (2) two each

### **SLIDE OUT BENCH SEAT AREA;**

Bench seat slide out area to match illustration as closely as possible

Flush with floor 120-in by 30-in travel with motorized actuator

Vinyl topper awning – black in color

Minimum 6-ft 7-in interior head space

Under bench seat storage area door to be bottom hinged; 48-in x 15-in

Under bench seat storage area to be lighted

Bench seat cushion to be 4-in padding with black vinyl

Bench seat to run entire length of slide out

Bench seat back rest alternating with SCBA bracket; (4) four each black vinyl

SCBA back rest bracket and hardware for 60-minute bottle, SCOTT; (5) five each

### **INTERIOR CABINETS;**

Interior cabinets to be designed to match illustrations as closely as possible

Cabinet material to be aluminum with radiused edges

Desk and work bench areas to be aluminum countertop

All drawers to have easy slide hardware that remain closed during transport

All cabinet doors to have heavy duty hinges with secure closures for transport

All cabinets to have adjustable shelving

Overhead cabinets shall be shallow to provide for head clearance

Overhead cabinets shall have under cabinet lighting

Interior cabinet shall be grey in color

### **EXTERIOR LIGHTING;**

Code III 7-in x 9-in Red LED Perimeter Light, 12v; (6) six each

Code III 7-in x 9-in LED Scene Light, 12v; (6) six each

Code III 3-in x 7-in Red LED Scene Light, 12v; (6) six each

Code III 7-in x 9-in LED Stop – Turn – Tail – Reverse, 12v; (2) two each

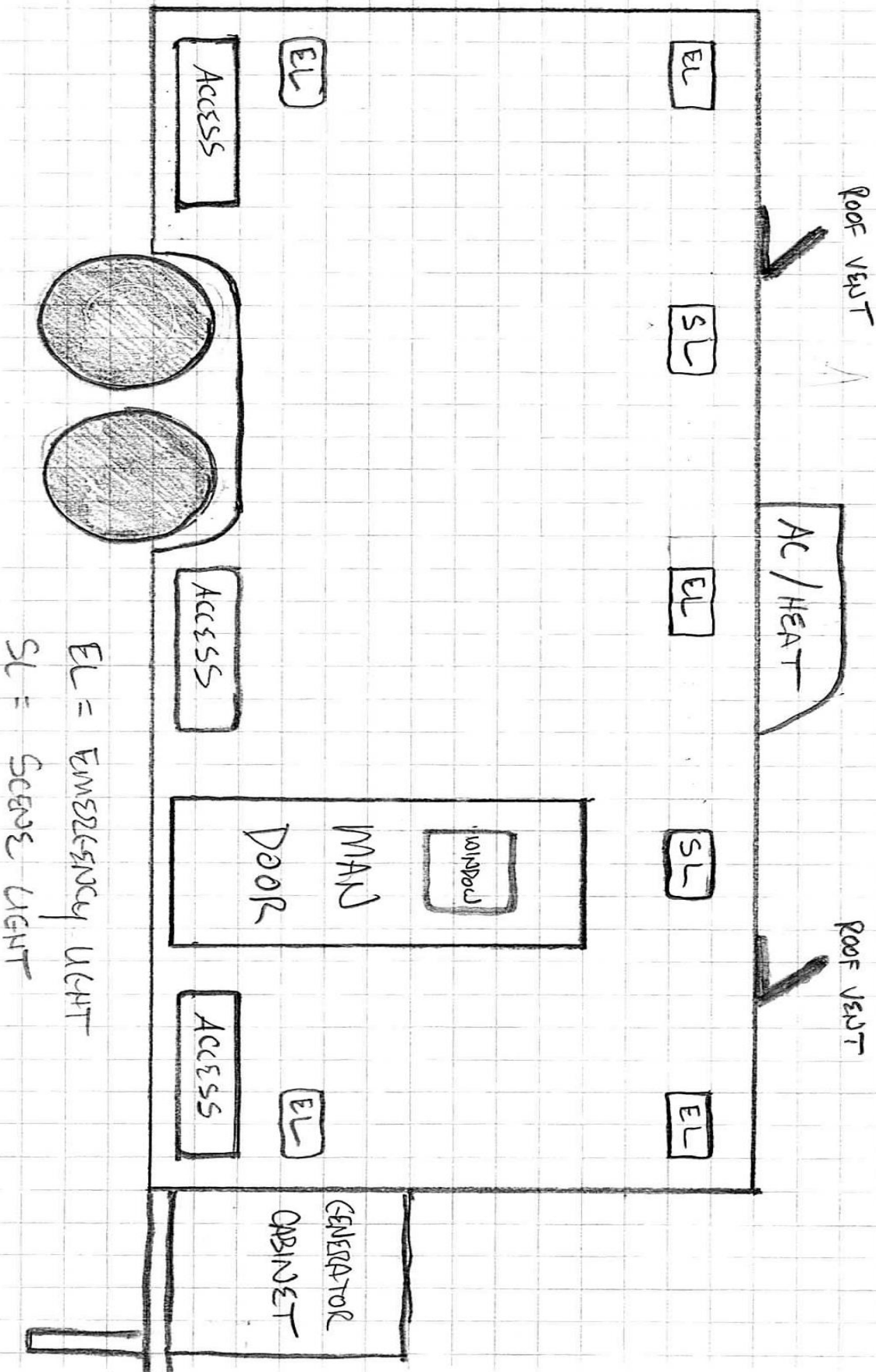
Required clearance and running lights 12v LED appropriately colored

All lights to be placed and wired to NFPA requirements

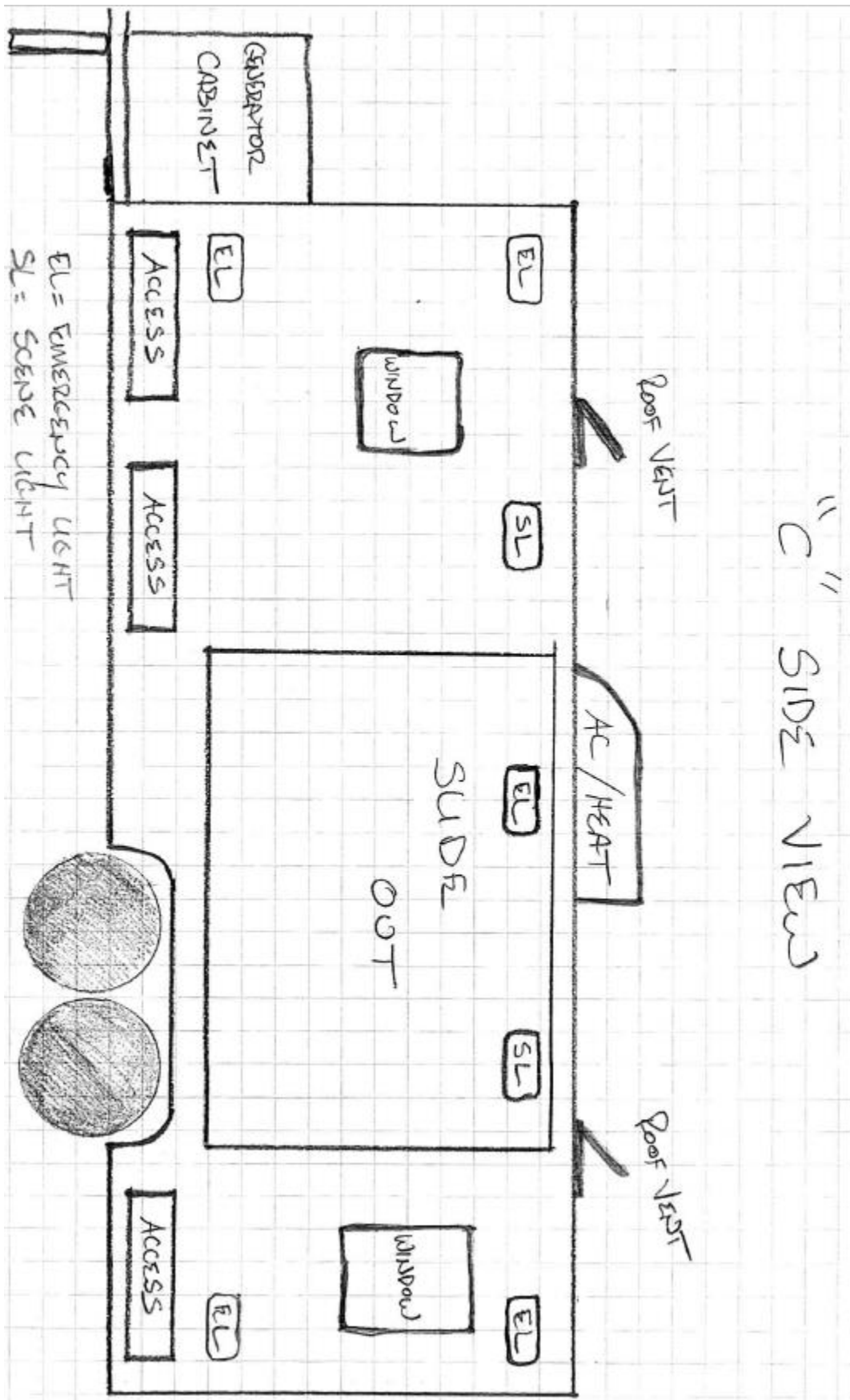
Lights wired to 7 pin plug, controlled from tow vehicle, while in reverse, and on scene

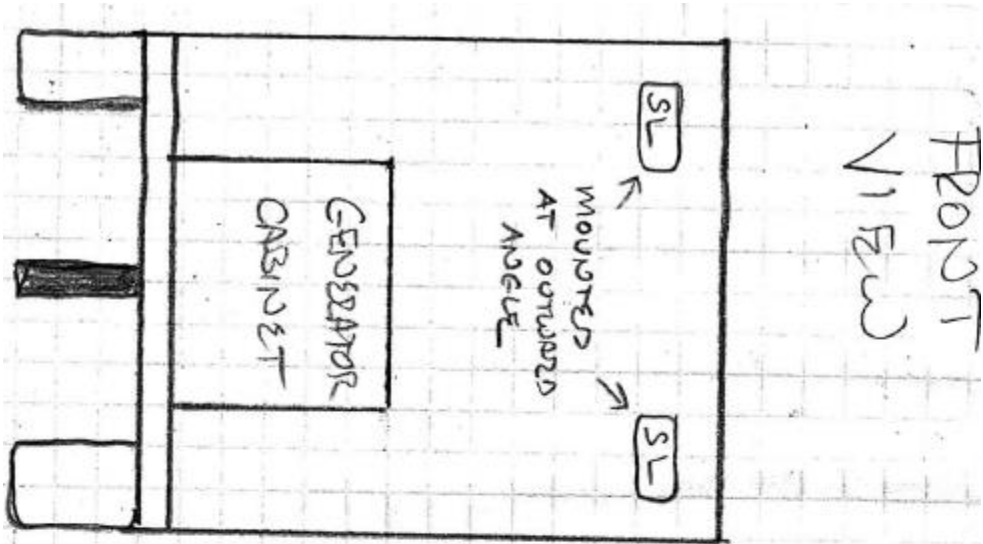
**The following pages contain rough conceptual drawings prepared by the Corona Fire Department. The drawings are not to scale.**

# "A" SIDE VIEW



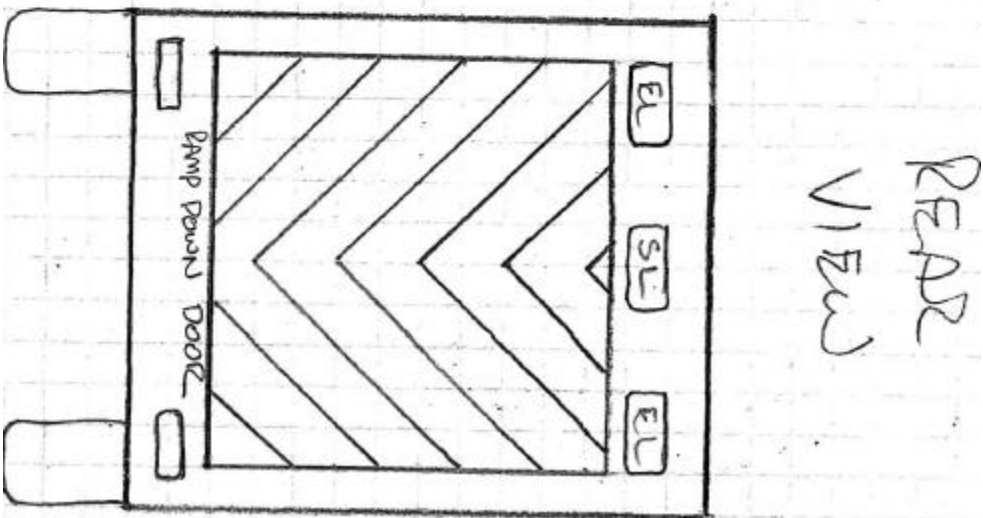
EL = EMERGENCY LIGHT  
SL = SCENE LIGHT





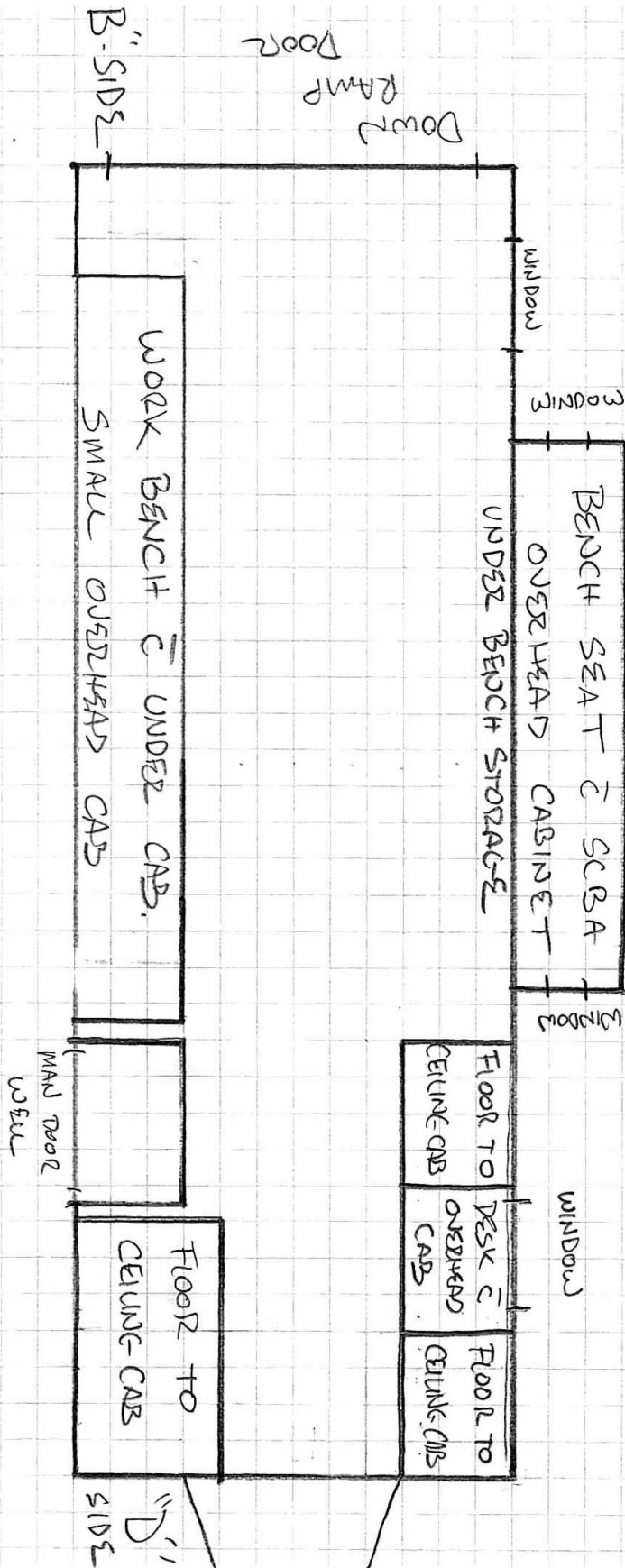
EL = EMERGENCY  
LIGHT

SL = SCENE  
LIGHT



# FLOOR PLAN - TOP VIEW

"C" SIDE

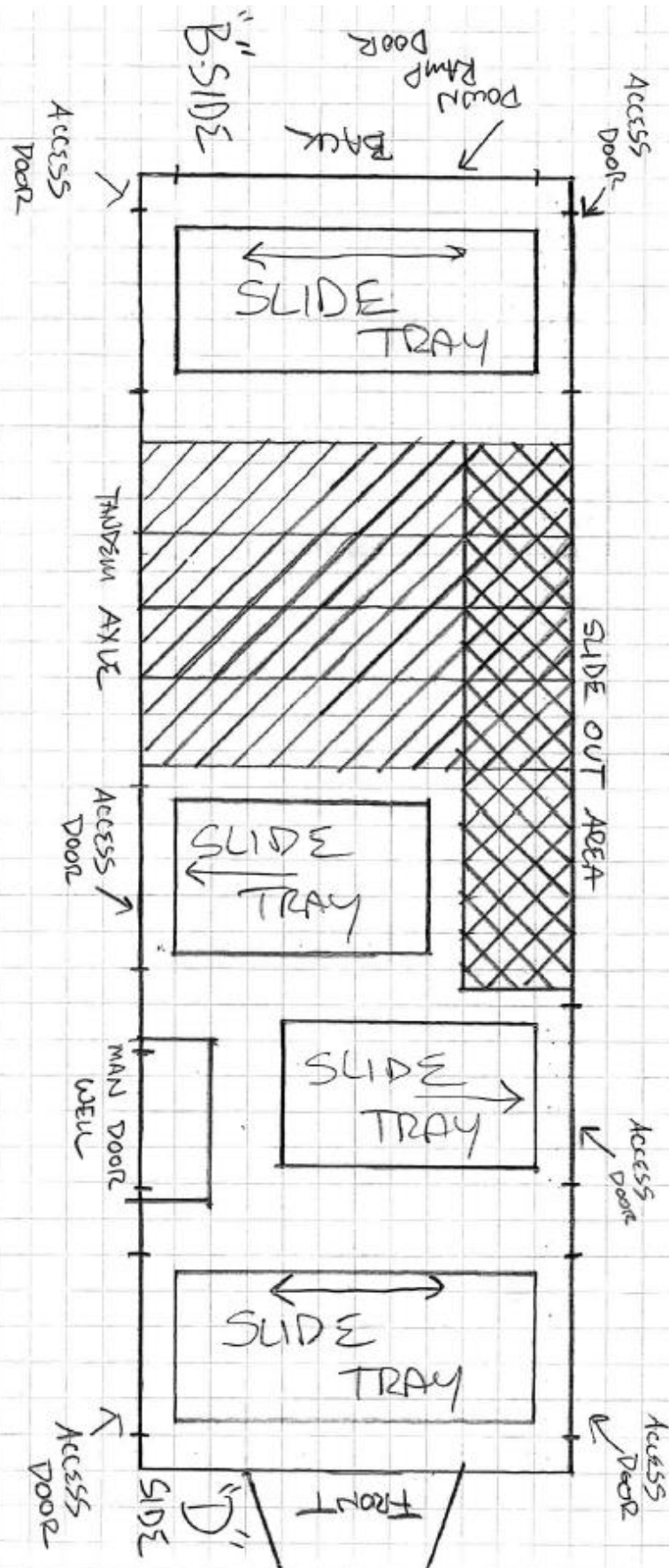


"A" SIDE

# SUBFLOOR BASEMENT STORAGE

CUT AWAY - TOP VIEW

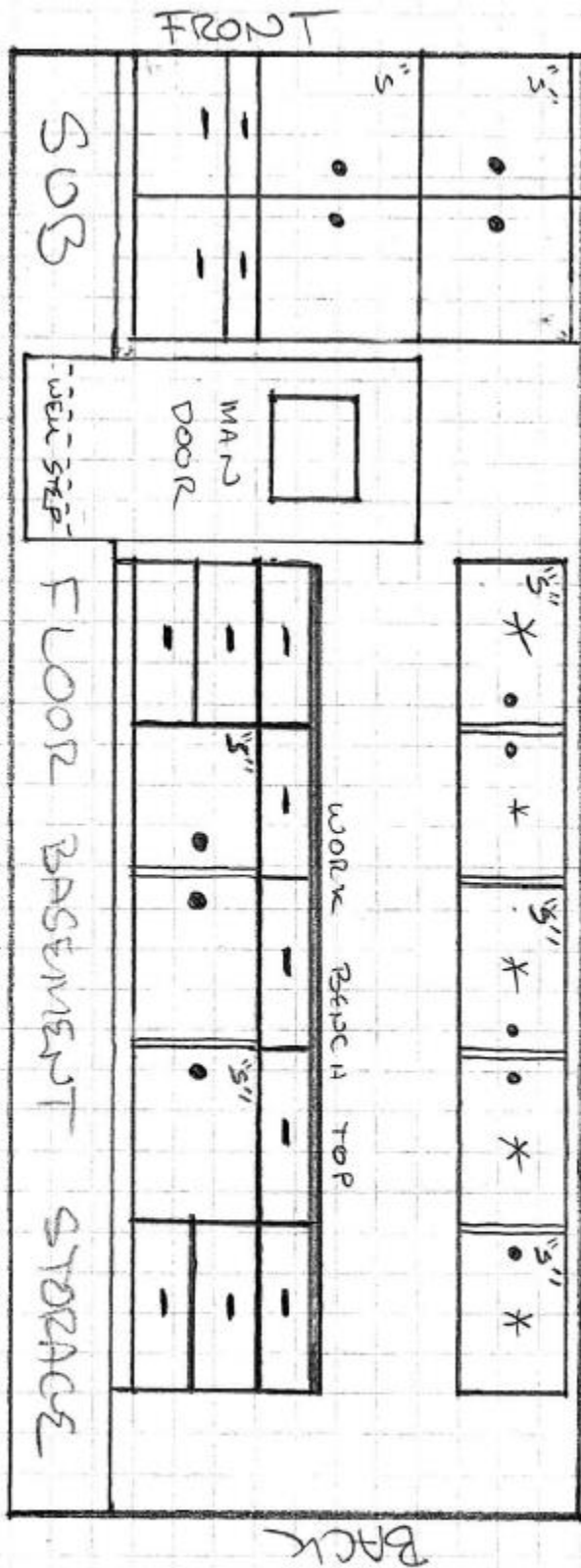
"C" SIDE



\* OVERHEAD CABINET TO BE SHALLOW  
FOR HEAD CLEARANCE WITH UNDER  
CABINET LIGHTING

"5" - CABINETS TO HAVE  
ADJUSTABLE SHELVES

INTERIOR "A" WALL

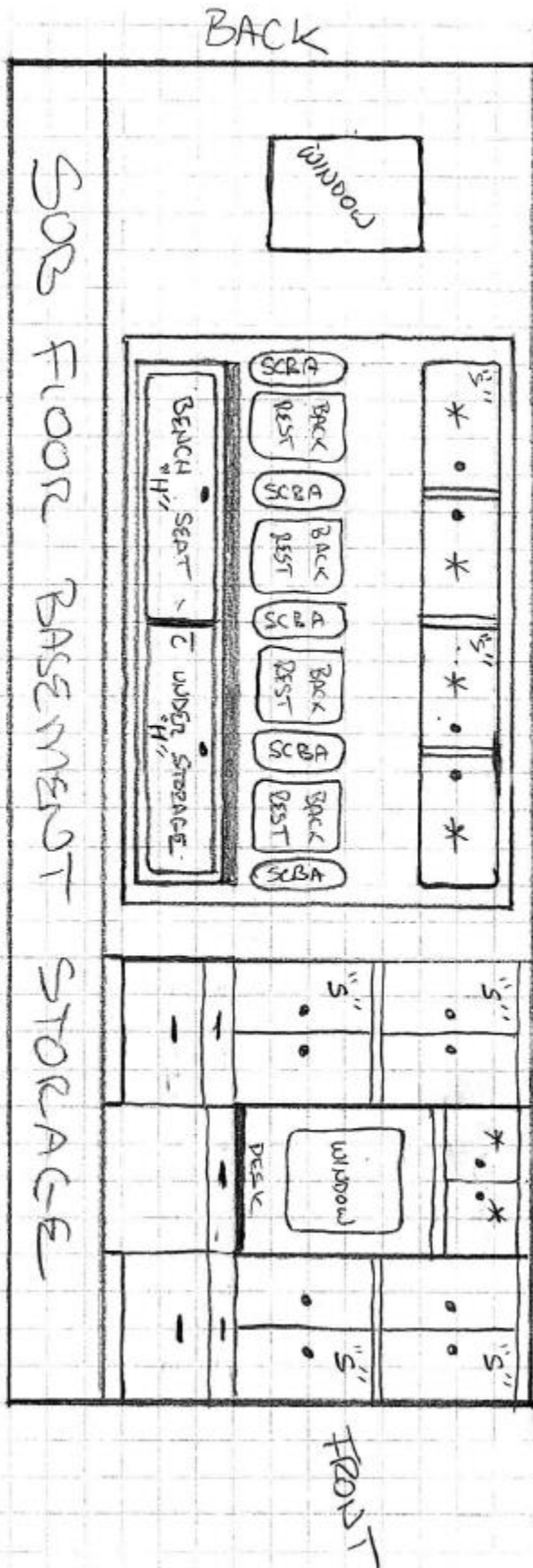


# INTERIOR "C" WDA

\* OVERHEAD CABINET TO BE SHALLOW FOR HEAD CLEARANCE WITH UNDER CABINET LIGHTING

"14" - BENCH SEAT TO HAVE FRONT HINGED DOWN POOR ACCESS.

"5" - CABINETS TO HAVE ADJUSTABLE SHELVES



## **SECTION V.**

### **PROPOSAL CONTENT AND FORMS**

#### **A. PROPOSAL FORMAT AND CONTENT**

##### **1. Presentation**

Proposals should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals shall contain the following:

- a. identification of Vendor, including name, address and telephone;
- b. proposed working relationship between Vendor and sub-Vendors, if applicable;
- c. acknowledgment of receipt of all RFP addenda, if any;
- d. name, title, address and telephone number of contact person during period of proposal evaluation;
- e. a statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind Vendor to the terms of the proposal.

##### **2. Technical Proposal**

###### **a. Qualifications, Related Experience and References**

This section of the proposal should establish the ability of Vendor to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Vendor shall:

- (1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Vendor's ability to complete the project;
- (3) describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) identify sub-Vendors by company name, address, contact person, telephone number and project function and describe Vendor's experience working with each sub-Vendor; and
- (5) provide, at a minimum, three references from the projects cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Vendor may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the qualifications of the proposed project staff.

Vendor shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel;
- (3) indicate adequacy of labor resources, utilizing a table projecting the labor-hour allocation to the project by individual task;
- (4) identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-Vendor work;
- (5) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and

- (6) include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

**c. Work Plan**

Vendor shall provide a narrative which addresses the Scope of Work and shows Vendor’s understanding of the City’s needs and requirements.

Vendor shall:

- (1) describe the approach to completing the tasks specified in the Scope of Work;
- (2) outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and
- (3) furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.

Vendor may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP on the Price form where indicated. Vendors are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

**3. Appendices**

Information considered by Vendor to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Vendors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

**B. LICENSING AND CERTIFICATION REQUIREMENTS**

By submitting a proposal, Vendor warrants that any and all licenses and/or certifications required by law, statute, code or ordinance\* in performing under the scope and specifications of this RFP are currently held by Vendor, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in Vendor's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

\*The successful Vendor(s) and its sub-Vendors are each required to obtain a City of Corona Business License prior to award of Agreement. The Business License is not required for submission of a proposal.

**C. PRICE FORMS**

Vendor shall complete the Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Vendor's identification information including a binding signature.

Vendor shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges must be shown separately on the Price Form.

Vendor shall include in all monthly invoices the running total of the amount billed to the City and the remaining contract balance.

**D. MODIFICATIONS OF PROPOSALS**

Each Vendor shall submit its Proposal in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

PARTY SUBMITTING PROPOSAL: \_\_\_\_\_

**NON-COLLUSION DECLARATION  
(TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the \_\_\_\_\_ [title] of  
\_\_\_\_\_ [proposer], the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_  
[date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Party Submitting Proposal

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**ACKNOWLEDGMENT OF THE CITY OF CORONA PURCHASE ORDER TERMS  
AND CONDITIONS**

This is to acknowledge that we have read and accept the City of Corona Purchase Order Terms and Conditions as presented, without exception, for the City's RFP No. 18-009SB.

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(Firm name)

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(Print name and title of person signing for firm)

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(Signature/date)

## City of Corona, CA: Purchase Order Terms and Conditions

1. **GENERAL:** If the goods and/or services ordered herein are as a result of a Request for Quotation, Request for Proposal, Notice Inviting Bids or a City Agreement then the Terms and Conditions set forth in this document are considered to be in addition to the requirements and specifications stated in the RFQ, RFP, NIB or Agreement and are, by this reference, incorporated herein. To the extent that one set of Terms and Conditions may contradict the other, the requirements of the RFQ, RFP, or NIB shall supercede the Terms and Conditions shown below. It is understood that all materials and/or services provided by Supplier/Consultant/Contractor (each, a "Supplier") shall conform to the applicable requirements of City Ordinances, and all applicable State and Federal Laws.

2. **DELIVERY:** Supplier shall deliver the items and/or services stated herein free from any and all claims, debts, or demands whatsoever. Deliveries shall be made as set forth in this order and any additional Specifications Incorporated. Delivery is defined as complete delivery in good order, at place designated in the Specifications/Purchase Order.

3. **MISCELLANEOUS CHARGES:** No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.

4. **FREIGHT CHARGES:** All shipments are F.O.B. – Destination, Supplier pays charges, unless specified otherwise in body of this order. If an order is agreed upon as F.O.B. – Origin, freight is to be prepaid and added to the invoice. The City reserves the right to request a copy of the paid express or freight bill.

5. **INDEMNIFICATION.** Supplier shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all Claims (as defined below) in any manner arising out of or incident to (i) any acts, omissions or willful misconduct of Supplier, its officials, officers, employees, agents, consultants and contractors; (ii) the performance of the Work or this Contract; and/or (iii) any action for product liability arising from a defect in the design, materials and workmanship of any product provided pursuant to this purchase order. Supplier shall defend, at Supplier's own cost, expense and risk, any and all Claims of any kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Supplier shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Supplier shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. For the purpose of this provision, "Claims" means claims, actions or causes of action, regulatory, legislative or judicial proceedings, at law or equity, and all associated liabilities, demands, assessments, levies, losses, fines, penalties, damages, costs and expenses, whether in connection with property or persons, including wrongful death, in each case as awarded by a court or arbitrator, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) all consequential damages and damages that arise as a result of strict liability.

6. **PATENT RIGHTS:** Any equipment or service to be furnished hereunder shall not, either in construction, manufacture, use, sale or other particular, infringe any letters patent, copyright or registered trademark heretofore granted, and the Supplier shall defend and pay the entire cost of defending any claim or suit whenever or wherever made or brought against the City based upon an infringement or alleged infringement of such letters patent, copyright or registered trademark and shall indemnify and save harmless the City from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit. In the event that a party prevails in any such action, Supplier shall obtain a license, at Supplier's sole cost, for City to continue using the infringing goods or services or provide substitute goods which are acceptable to City in its sole discretion.

7. **ARTWORK, DESIGNS ETC.:** If the goods are to be produced by vendor in accordance with designs, drawings or blueprints furnished by City, vendor shall return same to City upon completion or cancellation of this Purchase Order. Such designs and the like shall not be used by vendor in the production of materials for any third party without City's written consent. Such designs and the like involve valuable property rights of City and shall be held confidential by vendor.

8. **NONDISCRIMINATION CLAUSE:** Except as provided in Section 12940 et seq. of the Government Code, Supplier shall not discriminate against any person because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, marital status, mental condition, or gender, nor refuse to hire or employ a person or to refuse to select the person for a training program leading to employment or to bar or discharge the person from employment, or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions or privileges of employment. Supplier shall insert in all subcontracts for any work covered by this purchase order this nondiscrimination provision.

9. **EXCISE TAX:** If federal excise tax is applicable to the transaction, it must be clearly stated so and excluded from the price or the article. The City of Corona, as a government agency, is exempt from the payment of said tax and will issue an exemption certificate.

10. **SALES AND USE TAXES:** Sales tax must be shown on the invoice as a separate item.

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

12. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance shall be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss shall be on the Supplier unless loss results from the negligence of the City of Corona. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods. When the purchase order specifies equipment or material by manufacturer, model, or trade name, no substitution will be made without City's written approval. Notwithstanding the requirement for any inspection and test contained in specifications applicable to this contract, except where specialized inspection or tests are specified solely for the City, the Supplier shall perform or have performed the inspection and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements incorporated herein, including if applicable the technical specifications for the manufacturers' part numbers specified herein.

13. **PAYMENTS:** Payment terms are as on front of purchase order unless otherwise agreed to by both parties. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of invoice, whichever is latest. Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Supplier, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.

14. **INVOICES:** Invoices shall contain the following information: Supplier's Federal Tax I.D. number, contract or order number, item number, description of supplies/services, quantities and units of measure, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments on Government Bills of Lading.

15. **WARRANTY:** The Supplier agrees that the supplies/services furnished under this contract shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such supplies/services, and that the rights and remedies provided herein are in addition to, and do not limit any rights afforded to the City by, and other clause of a contract awarded hereunder.

16. **ASSIGNMENT OF CLAIMS:** Claims for monies due or to become due under this contract shall be assigned only pursuant to prior written consent of the City Purchasing Officer or designated representative.

17. **CONTRACT TERMINATION:** This Contract may be terminated by City at any time, with or without cause, by giving Supplier three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Supplier, City shall pay Supplier for all Work performed up to that time as provided herein. In the event of breach of the Contract by Supplier, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, may procure substitute goods or services at Supplier's expense, and/or may pursue any other available recourse against Supplier. Supplier may not terminate this Contract except for cause. Upon termination of this Contract by City for any reason, City may require Supplier to provide all finished or unfinished goods, documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

18. **GOVERNING LAW:** This purchase order shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Supplier agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

19. **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the nonprevailing party shall pay the prevailing party's legal costs and expenses (including reasonable attorney's fees).

20. **CHANGE ORDERS:** The City reserves the right at any time to make written changes within the general scope of the contract. If any such changes cause an increase or decrease in the cost of, or in the time required for the performance of the contract, an equitable adjustment shall be made in the contract price, delivery schedule, or both. Any Claim by Supplier for adjustment in this cause must be approved by the City's authorized representative(s) in writing (formal change order, amendment, or revision) before Supplier proceeds with such change.

**SECTION VI.**

**PRICE FORM**

REQUEST FOR PROPOSALS: RFP No. 18-009SB

DESCRIPTION OF WORK: City of Corona Fire Department Hazmat Trailer

VENDOR'S NAME/ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME/TELEPHONE NO. OF  
AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
\_\_\_\_\_

Please provide detailed costs of total project listing all the tasks and their individual costs. Additionally, provide standard schedules of charges that include hourly rates for professional services, overhead and direct costs. Engineered drawings of the proposed trailer to be included in the proposal document.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: \_\_\_\_\_

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This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Cash discount allowable \_\_\_\_\_%\_\_\_\_\_ days. Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Vendor warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received. It is the Vendor's responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT SIGNER'S NAME AND TITLE: \_\_\_\_\_  
\_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

COMPANY NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S) BELOW:**