



May 27, 2020

**SUBJECT: NOTICE INVITING BIDS (“NIB”) No. 20-069WY**

## **SECTION I**

### **INVITATION**

The City of Corona Administrative Services, Purchasing Division (“City”) invites bids from qualified vendors for:

#### **REBID - Cisco EA Subscription**

Parties interested in obtaining a copy of this NIB 20-069WY may do so by registering with PlanetBids as a vendor at <http://coronaca.gov/i-want-to/rfp-posts-list>. Registered vendors can download a copy of this NIB 20-069WY and receive addenda and notifications when issued.

Please read this entire NIB package, paying particular attention to due dates, the Instructions to Bidders, Technical Specifications, and Bid Content and Forms. Bids must contain all requested information and forms and must be signed by an authorized agent of the offering company, in order to be considered responsive.

**Closing:** Bids shall be submitted at or before 3:00 P.M., June 5, 2020 through PlanetBids Vendor Portal. It is the Contractor’s responsibility to allow sufficient time to complete and submit its proposal, including all required documentation required by this NIB, prior to the Proposals Due deadline.

**Award of Contract:** The City shall award a Contract for the Project to the lowest responsive, responsible bidder. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids.

Bidders are solely responsible for submitting their electronic bids on time. The City will only consider bids that have transmitted successfully and have been issued a time stamped confirmation number from PlanetBids indicating that the bid was successfully submitted. **Transmission of Bids by any other means will not be accepted.**

Bidders are solely responsible for informing themselves, with respect to proper usage, of the online bid management system PlanetBids, for ensuring the capability of their computer system to upload the required documents, and for the reliability of their internet services.

Failure to successfully submit an electronic Bid is the Bidder's sole risk and no relief will be given for late and/or improperly submitted Bids.

Bidders experiencing any technical difficulties with the bid submission process may contact PlanetBids Support at (818) 992-1771 or, if you continue to experience difficulty, contact City of Corona Purchasing Division at (951) 736-2274. Neither the City, nor PlanetBids, make any guarantees or assurances as to the timely availability of assistance, or resolution of any given issue, prior to the submission date and/or time.

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

Signed,

William Yanes  
Purchasing Specialist III  
City of Corona | Administrative Services Department  
Phone: (951) 279-3529  
Email: [William.Yanes@coronaca.gov](mailto:William.Yanes@coronaca.gov)

May 25, 2020

**SUBJECT: NOTICE INVITING BIDS (“NIB”) No. 20-069WY**

**SECTION I**

**INVITATION**

The City of Corona Administrative Services Department (City) invites bids from qualified vendors for:

**REBID - Cisco EA Subscription Services**

Please read this entire NIB package paying particular attention to due dates, the Instructions to Bidders, Technical Specifications, and Bid Content and Forms. Bids must include all requested information and forms, and must be signed by an authorized agent of the offering company submitting a in order to be considered responsive.

**Tentative NIB Schedule**  
**(Subject to change at City’s discretion)**

1. Issue NIB	May 25, 2020
2. Advertise in Sentinel Weekly	May 27, 2020
3. Written Questions from Contractors Due	May 29, 2020; 10:00 A.M.
4. Responses from City Due	June 2, 2020
5. Bids Due (Date & Time)	June 5, 2020; 3:00 P.M.
6. Bid Evaluation Completed	June 9, 2020
7. Council Approval	July 1, 2020

**Table of Contents**

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	Instructions to Bidders
Section III	Technical Specifications
Section IV	Bid Content and Forms

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

## **SECTION II.**

### **INSTRUCTIONS TO BIDDERS**

#### **A. Pre-Bid Meeting**

A pre-bid meeting is not required.

#### **B. Examination of Bid Documents**

1. By submitting a bid, Bidders represent that they have thoroughly examined and become familiar with the items required under this NIB and that they are capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future NIBs, for an undetermined period of time, the name of any Contractor for failure to accept a contract, failure to respond to two (2) consecutive NIBs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

#### **C. Addenda**

Substantive City changes to the requirements contained herein will be made by written addendum to this NIB. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the bid Due Date and Time. Contractors shall access any and all Addenda from the electronic bidding system's Addenda & Email tab of this NIB. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of oral instruction or communication.

All registered vendors with a status of either bidder or non-bidder that have downloaded a copy of this NIB and supporting documents will be notified by a system generated email from PlanetBids when an Addendum has been issued. It is the sole responsibility of contractor to ensure they have received all addenda prior to submitting a bid. To this end, each contractor should contact the City's Purchasing Division prior to the bid due date to verify receipt of all Addenda issued. Contractors shall acknowledge receipt of all Addenda when submitting their electronic bids.

#### **D. Clarifications**

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

Should a Bidder require clarifications of this NIB, the Bidder shall notify the City, through PlanetBids, in writing in accordance with Section D.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 those registered through PlanetBids who have downloaded documents of this NIB and will be posted on PlanetBids.

**2. Submitting Requests**

Contractor shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system:  
<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497>  
utilizing the Questions & Answers tab. Contractor questions must be submitted no later than **10:00 A.M., May 29, 2020**. Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

**3. City Responses**

- a. Responses from the City will be communicated in writing by way of addendum in accordance with Section C above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of any oral instruction.
- b. 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.

**E. Submission of Bids**

**1. Date and Time**

All bids are to be submitted electronically through the City's PlanetBids electronic bidding system no later than **June 5, 2020, 3:00 P.M.**

**2. Electronic Submissions**

Bids shall be submitted electronically using the City's PlanetBids Vendor Portal. Please note the City's electronic bidding system will not allow bids to be submitted after the due date and time. It is the bidder's responsibility to allow sufficient time to complete and submit their bid including all documentation required by this NIB, prior to the stated deadline. **Electronic submission cannot be completed unless bidder properly uploads all required documents. Only electronic bids will be accepted; hard copy**

**bids will be rejected as nonresponsive and returned unopened without exception.**

**3. Acceptance of Bids**

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

**F. Bid Withdrawal.**

Electronic bids may be withdrawn prior to the date and time set for in Section E.1 above. After that time, bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the apparent low bidder withdraw its bid.

**G. Pre-Contractual Expenses**

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

1. Preparing its bid in response to this NIB;
2. Submitting that bid to City; or
3. Negotiating with City on any matter related to the bid; or
4. Any other expenses incurred by the bidder prior to date of award, if any.

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

**H. Contract Award**

Issuance of this NIB and receipt of bids does not commit the City to award a Purchase Order and/or Agreement. The City reserves the right to award to other than the selected Bidder(s) should the selected Bidder(s) fail to accept award. the City shall endeavor to award to the lowest responsive, responsible bidder.

**I. Acceptance of Order**

The successful bidder will be required to accept a Purchase Order and/or execute a written Agreement (if a Form of Agreement is included in this NIB) in accordance

with and including as a part thereof this NIB, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement. The successful bidder shall be bound to accept all NIB requirements and terms and conditions of the Form of Agreement.

**J. Force Majeure**

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

**K. Laws Governing Contract**

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

**L. Primary Bidders**

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.

**M. Special Provisions for Services**

1. Authorized Distributor. Successful Bidder must be an authorized distributor for the product offered or submit with its bid, documentation from an authorized distributor that the specified product/equipment has been purchased from that distributor and that the distributor will honor all of the manufacture's warranties.
2. Brand Names. Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternate brands that meet or exceed the quality of the specifications listed for any item.



3. Brand Substitutions. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City will be the sole judge of whether such alternates are equivalent to the items specified. The City reserves the right to waive immaterial variations in the specifications.
4. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City of Corona shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
5. City of Corona Business License. The successful bidder(s) and any sub-contractors are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquiries regarding Business License may be answered by visiting the following link:  
<https://corona.hdlgov.com/Apply/GettingStarted/BusinessLicense> or calling (951) 736-2275.
6. Compliance With OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.

**N. Filing of Bid Protests**

Contractors may file a “protest” of a Bid with the City’s Purchasing Manager. In order for a Bidder’s protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the posting of the bid summary;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and

5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the Purchasing Manager or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor.

**O. Local Bidder Preference Program**

This bid shall be subject to the City's local bidder preference program. To qualify, bidders must be a "local business" with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid, and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City's first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid, and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City's purchasing policy.

**P. Public Records**

Responses (bids) to this Notice Inviting Bids (NIB) and the documents constituting any contract entered into thereafter become the exclusive property of the City and

shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City's use and disclosure of its records are governed by this Act.

Those elements in each bid which bidder 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 "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City will use its best efforts to inform bidder of any request for disclosure of any such document. The City, 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 bidder considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of a bidder's proposal marked "Confidential", "Proprietary", or "Trade Secret", bidder shall defend and indemnify the City from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, bidders are instructed to enclose all "Confidential, "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from an NIB, the City 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.

**Q. Term of Contract**

The contract term shall be effective on or about July 6, 2020 through June 30, 2023.

**R. Termination**

If, for any reason, the successful bidder fails to fulfill in a timely and proper manner his or her obligations under this contract, or if the successful bidder violates any of the provision of this contract, then the City may terminate the contract by giving written notice to the successful bidder of such termination and specify the effective date thereof at least ten (10) days before the effective dates of such termination. In such event, all finished or unfinished work prepared by the successful bidder under this contract may, at the option of the City, become the City's property and supplier may be entitled to receive just and equitable compensation for any satisfactory work.

Termination of the contract pursuant to this paragraph may not relieve the supplier of any liability to the City for damage sustained by City because of any breach of contract by supplier, and City may withhold any payments to supplier for the purpose of setoff until such time as the exact amount of damages due to City from supplier is determined. In the event the City cancels the contract, the supplier shall not be entitled to damages, Supplier may not terminate this contract except for cause.

**S. Assignment**

Bidder shall under no circumstances assign the contract without the prior written consent of the City.

**T. Subcontracting**

No portion of the bid award may be subcontracted to another manufacturer or supplier without the prior written approval of the City.

### SECTION III.

#### TECHNICAL SPECIFICATIONS

The City of Corona Information Technology Department is requesting bids to renew our Cisco Subscription Services and enroll them into a **three-year** Enterprise Agreement with annual billing.

- The vendor must be a Cisco certified gold partner and in good standing with Cisco.
- The vendor will register Cisco support on behalf of the City of Corona and provide support contract numbers within two weeks of receiving purchase order.
- The vendor must submit a quote that includes the type of coverage, the duration of the coverage and the cost of the coverage per each item listed in the table.

#### Items:

#	Hardware, Software and Services	Quantity
1.0	<b>ELA-M</b> Cisco EA Bundle Start Date: Upon PO issuance	36 months (annual billing)
1.1	<b>E2F-SEC-A4E-ADV SA</b> Cisco EA 2.0 Choice- Security Suites AMP4E Advantage	1
1.1.1	<b>E2SF-P-AMP-ADV-10</b> Sec EA 2.0 Choice AMP Endpoints Advantage 10pk	120
1.1.2	<b>SVS-EA2-AMPE-SUP-E</b> Enhanced Support for AMP END POINTS	1
1.2	<b>E2F-SEC-NGFW SA</b> Cisco EA 2.0 Choice – Security Suites NGFW	1
1.2.1	<b>E2SF-F-FPR4110T</b> Sec EA 2.0 Choice FPR4110 Threat Defense Threat, Malware, URL	2
1.2.2	<b>SVS-EA2-NGFW-SUP-E</b> Enhanced Support for Next Generation Firewall	1
1.3	<b>E2F-SEC-SWATCH SA</b> Cisco EA 2.0 Choice – Security Suites-Stealthwatch	1

1.3.1	<b>E2SF-S-SWPCM-10</b>	160
	Security EA 2.0 Stealthwatch PCM License–10PK	
1.3.2	<b>SVS-EA2-STLW-SUP-E</b>	1
	Enhanced Support for Stealthwatch	
1.4	<b>E2F-SEC-UMB SA</b>	1
	Cisco EA 2.0 Security Suites Umbrella	
1.4.1	<b>E2SF-U-DNS-ADV</b>	1200
	Sec EA 2.0 Choice Umbrella DNS Advantage	
1.4.2	<b>SVS-EA2-SIG-SUPT-E SA</b>	1
	Umbrella Support for DNS/SIG Packages – Enhanced	
1.5	<b>CON-AS-SE-ADV</b>	36 months
	Cisco Security Advisor Subscription Services	

- Contractor shall provide 3-yr pricing for item listed in the table above.
- Total Price for these items shall be invoiced to the City annually, in equal portions.

## SECTION IV.

### **BID CONTENT AND FORMS**

#### **A. LICENSING AND CERTIFICATION REQUIREMENTS**

By submitting a bid, bidder 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 NIB are currently held by bidder and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

#### **B. BID / PRICE FORMS**

Bidders shall complete the Bid / Price Form in its entirety, including a binding signature, and upload into PlanetBids. The pricing schedule found on the Bid/Price Form is for reference purposes only and need not be completed. **Bidders shall complete the Electronic Bid Schedule found in the Line items Tab withing the PlanetBids electronic bid system and enter its bid pricing there.**

Bidder 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 included in cost.

#### **C. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon.

**Forms to be returned with Bid response:**

- ☐ Bid/Price Form
- ☐ Non-Collusion Declaration
- ☐ Local Bidder Preference Program Statement (ONLY IF APPLICABLE)
- ☐ Information Required of Contractors
- ☐ Acknowledgment of Purchase Order Terms and Conditions



**BID / PRICE FORM**

REQUEST FOR QUOTES: NIB No. 20-069WY

DESCRIPTION OF NIB: REBID - Cisco EA Subscription Services

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

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

**Bidder shall enter their unit pricing on the Line Items tab within PlanetBids and complete and upload this Bid/Price Form into the PlanetBids electronic bidding system.**

Bidder's pricing shall be Firm Fixed and include, but not be limited to, all labor, materials, equipment, tools, transportation, services, and ancillary costs to discharge all duties and obligations necessary and required to perform and complete the Technical Specifications requirements.

Please check your calculations before submitting your bid; the City is not responsible for Contractor miscalculations.

**\*\*A copy of the Bid Schedule below is provided for reference purposes only and need not be completed.\*\***

ITEM	DESCRIPTION	UNIT OF MEASURE	QTY	EXTENDED COST
1.0	<b>ELA-M</b> Cisco EA Bundle 3yr – w/annual billing Start Date: Upon contract signature			
1.1	<b>E2F-SEC-A4E-ADV SA</b> Cisco EA 2.0 Choice – Security Suites AMP4E Advantage			
	<b>E2SF-P-AMP-ADV-10</b> Sec EA 2.0 Choice AMP Endpoints Advantage 10pk Quantity: 120	Year	3	
	<b>SVS-EA2-AMPE-SUP-E</b> Enhanced Support for AMP END POINTS	Year	3	
1.2	<b>E2F-SEC-NGFW SA</b> Cisco EA 2.0 Choice – Security Suites NGFW			
	<b>E2SF-F-FPR4110T</b> Sec EA 2.0 Choice FRP4110 Threat Defense Threat, Malware, URL Quantity: 2	Year	3	
	<b>SVS-EA2-NGFW-SUP-E</b> Enhanced Support for Next Generation Firewall	Year	3	
1.3	<b>E2F-SEC-SWATCH SA</b> Cisco EA 2.0 Choice – Security Suites-Stealthwatch			
	<b>E2SF-S-SWPCM-10</b> Security EA 2.0 Stealthwatch PCM License-10pk Quantity: 160	Year	3	
	<b>SVS-EA2-STLW-SUP-E</b> Enhanced Support for Stealthwatch	Year	3	
1.4	<b>E2F-SEC-UMB SA</b> Cisco EA 2.0 Security Suites Umbrella			
	<b>E2SF-U-DNS-ADV</b> Sec EA 2.0 Choice Umbrella DNS Advantage Quantity: 1200	Year	3	
	<b>SVS-EA2-SIG-SUPT-E SA</b> Umbrella Support for DSN/SIG Packages - Enhanced	Year	3	
1.5	<b>CON-AS-SE-ADV</b> Cisco Security Advisor Subscription Services 3-yr Subscription	LS	1	

**Low Bidder shall be determined based on the 3yr combined Total Price for all services.**

In the event that bidder intends to bid zero-dollar value for any item shown in the Bid/Price Form, bidder shall enter “zero” or “0” in the space provided for price or cost. With the exception of “Reason(s) for No Bid”, all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

Bidder shall complete the following required information:

Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

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 exceptions to or deviations from the NIB Requirements here.

---

---

---

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

---

---

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

Terms and conditions as set forth in this NIB apply to this bid.

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

In signing this bid, Bidder 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 NIB. Below, please indicate all Addenda to this NIB received by your firm, and the date said Addenda was/were received. It is the bidder'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: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:**

---

**NON-COLLUSION DECLARATION**  
**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the \_\_\_\_\_ [title] of  
\_\_\_\_\_ [bidder], the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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 Bid

## 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)

**LOCAL BIDDER PREFERENCE PROGRAM STATEMENT**  
**To Be Submitted with Bid**

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Local Bidder Preference Qualifications: (Bidder—provide the following information)

---

Bidder's Name

---

Address of Bidder within City limits  
(a post office box does not qualify)

---

Bidder's City of Corona business license number \_\_\_\_\_

I hereby certify that I qualify for the City of Corona Local Bidder Preference Program.

---

Signature of Bidder



## INFORMATION REQUIRED OF BIDDERS

[\*\*\*Indicate not applicable (“N/A”) where appropriate\*\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

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

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

4.0 How many years has Bidder’s organization been in business as a Bidder?

\_\_\_\_\_

5.0 How many years has Bidder’s organization been in business under its present name?

\_\_\_\_\_

6.0 Under what other or former names has Bidder’s organization operated:

\_\_\_\_\_

7.0 If Bidder’s organization is a corporation, answer the following:

7.1 Date of Incorporation: \_\_\_\_\_

7.2 State of Incorporation: \_\_\_\_\_

7.3 President’s Name: \_\_\_\_\_

7.4 Vice-President’s Name(s): \_\_\_\_\_

\_\_\_\_\_

7.5 Secretary’s Name: \_\_\_\_\_

7.6 Treasurer’s Name: \_\_\_\_\_

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization: \_\_\_\_\_

8.2 Name and address of all partners (state whether general or limited partnership):

---

---

---

9.0 If other than a corporation or partnership, describe organization and name principals:

---

---

10.0 List other states in which Bidder's organization is legally qualified to do business.

---

---

---

11.0 What type of work does the Bidder normally perform with its own forces?

---

---

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

---

---

13.0 Have you been or are you on any federal state list of debarred or suspended bidders/contractors? If yes, state the beginning and ending dates of the period of disbarment:

---

---

14.0 List Trade References:

---

---

---

---

15.0 List Bank References (Bank and Branch Address):

---

---

---

---

## 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 suppliers/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.

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

This is to acknowledge that we have read the City of Corona Purchase Order Terms and Conditions and will accept all terms and conditions, as presented, without exception, for the City's NIB No. 20-069WY.

---

(Firm name)

---

(Print name and title of person signing for firm)

---

(Signature/date)