REQUEST FOR PROPOSAL #17-115
Fire Apparatus Preventive Maintenance Program

Closing Date: June 8, 2017, 4:00 P.M.

The prospective supplier shall submit a fully executed sealed proposal, to be received no later than 4:00 P.M., May 8, 2017. Sealed proposals shall be submitted to:

City of Rialto
Purchasing Division
249 S. Willow Avenue
Rialto, CA 92376
Attn: William Jernigan, CMP, CPPO

NOTE: Proposers are required to submit one (1) original RFP signed in ink, one (1) hard copies of the RFP, and one (1) electronic media version (CD or USB Flash Drive) copy of the RFP. Original and copies should be identified as such. Failure to provide copies may result in disqualification.
<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice Inviting Sealed Proposals</td>
<td>3</td>
</tr>
<tr>
<td>Overview &amp; Background</td>
<td>4</td>
</tr>
<tr>
<td>Scope of Work</td>
<td>5</td>
</tr>
<tr>
<td>Schedule of Costs</td>
<td>8</td>
</tr>
<tr>
<td>Local Vendor Preference</td>
<td>9</td>
</tr>
<tr>
<td>Disclosure of Proposal Contents</td>
<td>11</td>
</tr>
<tr>
<td>Diversity Business Statement</td>
<td>12</td>
</tr>
<tr>
<td>General Information</td>
<td>14</td>
</tr>
<tr>
<td>General Terms &amp; Conditions</td>
<td>16</td>
</tr>
<tr>
<td>Proposer’s Background Information</td>
<td>24</td>
</tr>
<tr>
<td>Proposer’s Declaration</td>
<td>26</td>
</tr>
<tr>
<td>Proposer’s Signature Declaration</td>
<td>28</td>
</tr>
<tr>
<td>Statement of Proposer’s Qualifications</td>
<td>29</td>
</tr>
<tr>
<td>Proposer’s Bond</td>
<td>30</td>
</tr>
<tr>
<td>Performance Bond Certification</td>
<td>31</td>
</tr>
<tr>
<td>Workers’ Compensation Insurance Certification</td>
<td>32</td>
</tr>
<tr>
<td>Minimum Wage Statement</td>
<td>33</td>
</tr>
<tr>
<td>Statement of References</td>
<td>34</td>
</tr>
<tr>
<td>Statement of Proposer’s Past Contract Disqualifications</td>
<td>35</td>
</tr>
<tr>
<td>Proposer’s Statement of Subconsultants</td>
<td>36</td>
</tr>
<tr>
<td>Certification of Non-Discrimination by Consultants</td>
<td>37</td>
</tr>
<tr>
<td>Non-Collusion Affidavit</td>
<td>38</td>
</tr>
<tr>
<td>Sample Professional Services Agreement</td>
<td>39</td>
</tr>
</tbody>
</table>
CITY OF RIALTO
STATE OF CALIFORNIA
NOTICE INVITING SEALED PROPOSALS

NOTICE IS HEREBY GIVEN by the City of Rialto Purchasing Division will be accepting sealed proposals for the following: A preventative maintenance program for City owned fire apparatus.

Proposals must be received in the Purchasing Office, 249 S. Willow Ave. (City Yard) Rialto, California 92376, no later than June 8, 2017 at 4:00 P.M.

No proposal shall be considered unless it is made on the proposal form furnished by the City of Rialto and is made in accordance with the provisions of the Request for Proposal. All proposals must be labeled RFP 17-115 Fire Apparatus Preventive Maintenance Program and the proposal price must be firm for ninety (90) days from date of the proposal opening in order to permit staff evaluation and City Council award. The City of Rialto reserves the right to reject any or all proposals in whole or in part, and may waive any irregularities or informalities in any proposal to the extent permitted by law, and when the public interest will be served thereby.

No oral interpretations will be made to any bidder as the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least 5 days before the time announced for opening the proposals. Interpretations will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All addenda shall be included in the contract when submitting the bid proposal.


Bid packages are available online at www.rialtoca.gov. For additional information please direct questions to procurement@rialtoca.gov.

(s) William Jernigan,
Purchasing Manager
City of Rialto

Publish:
Provide proof of publication
The City of Rialto was founded in 1887 and incorporated in 1911. The City operates as a general law City with a City Council-City Administrator form of government. Five (5) Council members serve four (4) year, overlapping terms, with elections held every two (2) years. The Council meets on the second and fourth Tuesday of every month. Municipal services are provided by the City’s approximately 320 full-time benefited employees (as of May 31, 2016).

Rialto is an ethnically diverse and progressive community, which boasts several unique community assets including its own Police and Fire Departments, a City owned Racquet and Fitness Center, Performing Arts Theater, a Community Center and Senior Center. Rialto is conveniently located to various recreational pursuits from the mountains, beaches and desert.

The City of Rialto lies in the west portion of the San Bernardino Valley, due west of the County Seat. Rialto is sixty miles east of Los Angeles and 103 miles north of San Diego. Rialto is proud to be a City of commercial, residential, educational, cultural and industrial growth.
1. Inspection of vehicles
   A. NFPA 1915 Standard for Fire Apparatus Preventive Maintenance Program

2. Services to be done annually or when service intervals have been reached per manufactures specifications are as follows:
   A. Engine oil and filters or to be changed.
   B. Transmission oil changed and filters if so equipped
   C. Transfer case oil and filter changed.
   D. Axle oil changed.
   E. Engine coolant serviced.
   F. Air filters serviced and/or changed as needed.
   G. Auxiliary pump engine oil and filters changed.

3. The Contractor is responsible for annual aerial ladder testing on T-55.


5. 24\7 emergency repairs service.


**General Services and Requirements**

- The Contractor shall provide a maximum response time of twenty-four hours, seven days a week, three hundred and sixty five days a year, for critical situations as determined by City of Rialto Fire Department. Contractor will ensure sufficient parts and personnel are available to achieve a fast turnaround time.

- Contractor will assist the City of Rialto Fire Department in maintenance of warranty coverage.

- Contractor may, at the request of the City of Rialto Fire Department, act as the primary contact for vendor support for selected equipment.

- Contractor shall provide all of their own test equipment and tools necessary to perform their required tasks.

- Contractor shall provide City staff with names, addresses, phone numbers and contacts for all systems, hardware, and application software.

- The Contractor shall supply the City of Rialto Fire Department with a 24/7 call-out list so the City of Rialto Fire Department can contact the appropriate person(s) in the case of an emergency.
Contractor shall supply all inspection forms and maintenance forms. The Contractor shall be able to comply with the following:

1. Contractor shall include an itemized pricing for all aspects of your response. Please include hourly rates, after hour rates, roadside service rates, holiday rates etc.

2. Contractor shall include itemized list of services shop is qualified to perform. List shall include flat rate pricing, or anticipated allowable time frame to complete a job. (i.e., PM services, safety and emissions, charging A/C, etc.).

3. Contractor shall include a copy of all manufacture warranty center certificates.

4. Contractor shall include a list of all employees and a copy of their qualification and certifications including the certifying entity that will be performing service on any of City of Rialto vehicle.

5. Contractor shall provide an explanation of parts availability. The explanation shall include if part is a regular stock part. City of Rialto shall not pay freight for any item identified as a regular stocked part. City of Rialto will not pay freight on any item returned or replaced for warranty.

6. Contractor shall provide manufacture part, or part that meets or exceeds quality of part already currently being used in apparatus.

7. Contractor shall submit a sample list of parts; sample list shall not be defined as a complete listing of parts available but will provide a method for demonstrating pricing and discounts. Sample list should include commonly used parts for services offered. (i.e., brake pads, brake shoes, rotors, filters, batteries, bulbs etc.).

**BIDDER QUALIFICATIONS**

Contractors offering proposals for this work must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for the proposal to be rejected. The following criteria shall be met in order to be eligible for a contract for this work:

For all work tasks covered in this RFP, the Contractor shall employ technicians who are qualified to perform the specific diagnostic check, maintenance or repair task, or performance tests specified in National Fire Protection Association Standard (NFPA) 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, current edition. The assigned technician(s) shall meet the qualifications administered by the Emergency Vehicle Technician Certification Commission, Inc. (EVT) for Fire Apparatus Technician certification(s) appropriate for the system or components that are to be maintained, and hold current certification.

Contractor personnel performing maintenance or repair on fire apparatus shall meet the qualifications administered by the National Institute for Automotive Service Excellence (ASE) for Medium/Heavy Truck certification(s) appropriate for the system or component (Certifications T1 through T8), as demonstrated by current ASE certification or EVT (Fire Apparatus) certification.
Contractor personnel performing maintenance, repair, or performance testing of fire pumps, industrial supply pumps, or any component of the apparatus that is used in pump operations shall have current EVT (Fire Apparatus) Master Level 3 certification.

Contractor personnel performing nondestructive testing (NDT) required on fire apparatus aerial devices shall be certified as at least a Level II NDT Technician in the test method used, as specified in American Society for Nondestructive Testing, Inc. (NSNT) Standard CP-189, Standard for Qualification and Certification of Nondestructive Testing Personnel, current edition.

Contractor shall have at a minimum two (2) full-time Certified Emergency Vehicle Technicians on staff.
CITY OF RIALTO
REQUEST FOR PROPOSAL #17-115
SCHEDULE OF COSTS

Total Base Proposal (written in figures) $_________________________
Total Base Proposal (written in words) _____________________________
________________________________________________________________________________

Amount Written in Words
Where there is a discrepancy between words and figures WORDS WILL GOVERN. Where there is a
discrepancy between unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your proposal; the City will not be responsible for Proposer’s
calculation.

Maximum completion or Delivery Time ____________ Days from receipt of purchase order or notice to
proceed.

Subconsultant Information
Does this proposal include the use of subconsultants? □ Yes □ No Initials__________

Exceptions or Clarifications: _____________________________________________________
___________________________________________________________________________________________

Proposer: _________________________________________________________________
Address: _________________________________________________________________
Telephone: _________________________________________________________________
Fax: _________________________________________________________________
Email: _________________________________________________________________
A. All notices inviting bids or requests for proposal issued by the City shall state that the City applies a local business preference and that qualified local businesses may submit an application for a local business preference together with its bid or proposal except for notices inviting bids for public projects as defined in Public Contract Code Section 20161.

B. Qualified local businesses may submit an application for a local business preference on the form prepared by the purchasing manager. The application shall require the business, or agent thereof, to submit the following notarized information on the attached form under penalty of perjury:

1. Its qualifying office, place of business or distribution point within the City and the time it has been located at such location;

2. The total number of its employees as of the date of the application with adequate proof as determined by the purchasing manager;

3. The number of employees that reside in the city and the time they have resided in the city with adequate proof as determined by the purchasing manager;

4. Its consent to permit the city to reduce its original bid pursuant to this chapter not to exceed five percent of its original bid; and

5. All such other information reasonably necessary for the purchasing manager to provide information to the city council in order to determine the applicability of this chapter to award a contract for any public project, purchase or service.

(Ord. No. 1496, § 1, 12-13-11)
I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

(1). That *my company* maintains an office within the legally defined boundaries of the City of Rialto and have a majority of full time employees, chief officers, and managers regularly conducting work and business from these offices.

(2). That *my company* has held a valid City of Rialto Business License for a consecutive period of at least two (2) years prior to the date for application for certification.

I make this certification with the full knowledge that should any information provided prove to be false, that *my company* could be excluded from bidding on City of Rialto requirements for a period of two (2) years.

Company Name: _____________________________________________________

Address: ____________________________________________________________

Type of Products or Services: ___________________________________________

Business License Number: _____________________________________________

Phone Number: ______________________________________________________

Owner’s Name: ______________________________________________________

Total number of employees_______  Total number of employee that reside in the City_______

Pursuant to Chapter 2.47 of the Rialto, California Municipal Code I consent to permit the City to reduce my original bid amount, not to exceed five percent of the original bid # *RFP 17-115 Fire Apparatus Preventive Maintenance Program*:  Yes ________  No ________

Owner’s Signature  Printed Name

*To be completed by Authorized City of Rialto Representative:*

Vendor Certified: ___________________________ Date: ______
The proposals may be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror’s organization and data that qualifies as a trade secret. The cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Purchasing Manager shall examine the offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
The City of Rialto encourages the maximum participation by small business, Veteran-Owned small business (VOSB), Service-Disabled Veteran owned small business (SDVOSBC), HUBZone small business, Small Disadvantaged business (SDB/DBE), and Women-Owned small businesses (WOSB).

It is the policy of City of Rialto, to conduct business with the above stated businesses whenever possible to the maximum extent that is feasible.

The City of Rialto shall, within the limits of state statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Rialto.
Small Business Concerns Information

The bidder shall furnish the following information. Additional sheets may be attached, if necessary.

1. Name: ________________________________________________________________

2. Address: __________________________________________________________________

3. Phone No.: __________________ Fax No.:____________________________________

4. E-Mail: __________________________________________________________________

5. Type of Firm: (Check all that apply)
   ______ Individual   ______ Partnership   ______ Corporation
   ______ Minority Business Enterprise (MBE)   ______ Women Business Enterprise (WBE)
   ______ Small Disadvantaged Business (SDB)    ______ Veteran Owned Business
   ______ Disabled Veteran Owned Business    ______ Other

6. Business License: _____Yes   _____No   License Number: ___________________________

7. Tax Identification Number: ___________________________________________________

8. Contractors License: State: License No.: __________________________ Classification(s):________

9. Names and Titles of all members of the firm:
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

10. Number of years as a contractor in construction work of the type: __________________________

11. Three (3) projects of this type recently completed:
   Type of project: __________________________________________________________________
   Contract Amount: __________________________ Date Completed: _______________________
   Owner: __________________________ Phone: __________________________
   Type of project: __________________________________________________________________
   Contract Amount: __________________________ Date Completed: _______________________
   Owner: __________________________ Phone: __________________________
   Type of project: __________________________________________________________________
   Contract Amount: __________________________ Date Completed: _______________________
   Owner: __________________________ Phone: __________________________

12. Person who inspected the site of the proposed work for your firm:
    Name: __________________________ Date of Inspection: ___________________________
The City of Rialto has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City’s selection process (attachments are acceptable).

The City reserves the right to negotiate terms and specifications/scope of work with the highest ranked competitively priced and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Proposers acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Proposer shall identify those services that will be outsourced to a subconsultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to subconsultants. The prime Consultant is also responsible for paying its employees and any subconsultants the prime Consultant hires.

This RFP does not obligate the City to accept or contract for any expressed or implied services.

The City reserves the right to request any Proposer submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall become public record upon contract award.

The City reserves the right to cancel this solicitation at any time.

The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

Questions and comments regarding this solicitation must be submitted in writing, either by mail, delivery, facsimile, or email address to:

**Mail:** City of Rialto  
Purchasing Division  
150 S. Palm Avenue  
Rialto, CA 92376

**Delivery:** City of Rialto  
Purchasing Division  
249 S. Willow Avenue  
Rialto, CA 92376

**FAX:** (909) 820-2600  
(909) 421-4965

**EMAIL:** procurement@rialtoca.gov

Any questions relating to this Request for Proposal must be received at least 5 City business days prior to closing date, any questions received after this deadline will not be addressed.

The questioner’s company name, address, phone and fax number, and contact person must be included with the questions or comments. All answers, if any, made by the City will be sent in writing to all known proposal holders and posted to the City’s website.

Proposers, their representatives, agents or anyone else acting on their behalf are specifically directed NOT to contact any City employee, Commission member, Committee member, Council member, or any other agency employee or associate for any propose related to this entire RFP process other than as directed above. Contact with anyone other than as directed above may be cause for rejection of proposal.
Definition of Terms
The following terms used in the RFP documents shall be construed as follows:

1. “City” shall mean the City of Rialto.
2. “Consultant/Proposer/Contractor” shall mean the individual, partnership, corporation or other entity to which this agreement is awarded.
3. “Supplier/Proposer/Consultant” shall be considered synonymous with term “proposer”.
4. “Contract/agreement” shall be considered synonymous with term “contract”.
5. “Evaluation Committee” is an independent committee established by the City to review, evaluate, and score the proposals, and to recommend award to the proposer that submitted the proposal determined by the committee to be in the best interest of the City.
6. “May” indicates something that is not mandatory, but permissible.
7. “Must/Shall” indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive, and not be considered for award.
8. “Proposer” shall mean the person or firm making the offer.
9. “Proposal” shall be the offer presented by the proposer.
10. “RFP” shall be the acronym for Request for Proposals.
11. “Should” indicates something that is recommended, but not mandatory. Failure to do what “should” be done will not result in rejection of your proposal.
12. “Submittal Deadline” shall be the date and time on or before all proposals must be submitted.
13. “Successful Proposer” shall be the person, consultant, or firm to whom the award is made.

City Business License
Proposer shall secure, at the proposer’s own cost, the appropriate business license from the City prior to beginning any work or delivering any equipment or material to be furnished under this specification and proposal. This must be initiated within six City working days after notification of award.

Consultant’s Address and Legal Services
The address given in the proposal shall be considered the legal address of the Proposer and shall be changed only by written or electronic notice to the City. The Proposer shall supply an address to which certified mail can be delivered. The delivery of any communication to the Proposer personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Proposer at such address, shall constitute a legal service thereof.

Cost of Preparing Proposals
Any and all costs incurred responding to this RFP, conducting demonstrations or any other related activities, shall be borne by the proposer and the City shall not be liable for any of these costs.

Informed Proposer
Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer’s own risk and they cannot secure relief on the plea of error.

Proposal Errors
Proposer is liable for all errors or omissions incurred by proposer in proposal. Proposer will not be allowed to alter proposal documents after the due date for proposal submission.

The City reserves the right to make corrections due to errors identified in proposal by the City or the proposer. This type of correction or amendment will only be allowed for errors as typing, transposition or any other
obvious error. Any changes will be date and time stamped and attached to proposal. All changes must be
time stamped and attached to proposal. All changes must be
coordinated in writing with, authorized by and made by the Purchasing Manager.

Waiver of Minor Administrative Irregularities
The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any
proposal.

Rejection of Proposal
The City reserves the right, as the interest of the City, to reject any or all proposals, to waive any minor
informality in proposals received, to reject any unapproved alternate proposal(s), and reserves the right to
reject the proposal of any proposer who has previously failed to perform competently in any prior business
relationship with the City.

The rejection of any or all proposals shall not render the City liable for costs or damages.

Proposal Format and Submittal
All proposals must be submitted in writing on the enclosed Request for Proposal documents. Proposals
accepted by the City in writing constitute a legally binding contract offer. All materials submitted shall become
a part of the proposal. Proposers are required to submit one (1) original RFP signed in ink, one (1) hard copies
of the RFP, and one (1) electronic media version copy of the RFP. Original and copies should be identified as
such. Written proposal must be presented in a sealed package. Proposer must enter the proposal number,
title, and proposer’s name on the outside of the package. Sealed proposals are to be delivered to the address
listed in this RFP no later than the stated proposal opening date and time.

Proposers shall complete and return all applicable documents including forms, specifications, drawings,
schematic diagrams, and any technical and/or illustrative literature. The Purchasing Manager may deem a
proposer non-responsive if the proposer fails to provide all required documentation and copies. Proposals
must be signed by a duly authorized officer eligible to sign contract documents for the proposer. Consortiums,
joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all
contractual responsibility rests solely with one proposer or one legal entity. The proposal must identify the
responsible entity.

Proposals shall be based only on the material contained in the RFP, pre-proposal conference responses,
amendments, addenda and other material published by the City relating to the RFP. The proposer shall
disregard any previous draft material and oral representations which may have been obtained from the
proposer.

Proposals that are unnecessarily elaborate beyond what is sufficient to present a complete and effective
proposal are not desired.

The information requested and the manners of submission are essential to permit prompt evaluation of all
proposals on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive
and reject any proposals in which information requested is not furnished or where direct or complete answers
are not provided.

The proposer shall not change any wording in the RFP or associated documents. Any explanation or
alternative offer shall be submitted in a letter attached to the front of the proposal documents. Alternatives that
do not substantially meet the City’s requirements cannot be considered. Proposals offered subject to
conditions or limitations may be rejected as non-responsive.
Submitting Proposals

a) Submittal Deadline: Proposals must arrive in the Purchasing Office by the submittal deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.

b) Responsibility: Proposers are solely responsible for ensuring that their proposals are received by the City in accordance with the solicitation requirements, before submittal deadline, and at the place specified. The City shall not be responsible for any delays in mail, or by common carriers, or by transmission errors, or delays, or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals. Deliveries made before the submittal deadline, but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline.

c) Extension of Submittal Deadline: The City reserves the right to extend the submittal deadline when it is in the best interest of the City.

d) Addendums: All addendums will be posted in The City of Rialto website at www.rialtoca.gov under Featured Resources Bid/Proposals. Suppliers are encouraged to check the website periodically for updates.

e) Email/Facsimile Transmissions: Proposals may NOT be submitted by email or facsimile, unless otherwise specified herein.

f) Forms: To be considered for award, each proposal shall be made on forms furnished by the City.

g) Late Proposals: The submittal deadline IS FIRM. Proposals will NOT be accepted after the submittal deadline and will be returned to the Proposer unopened.

h) Signature: To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.

i) Sealed Proposals: Proposals MUST BE sealed upon submittal (e.g., envelope, package, box, etc.)

Proposals Property of City/Proprietary Proposal Material

All proposals submitted in response to this RFP shall become the property of the City of Rialto, and subject to the State of California Public Records Act. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the proposer claims are exempt from the California Public Records Act (California Government Code Section 6350 et seq). Sections claimed to be exempt for public disclosure should be clearly identified as such.

In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: “The proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof.”

Failure to identify sections exempt from disclosure and to include such a statement shall constitute a waiver of a proposer’s right to exemption from this disclosure.

Proposal Acceptance Period

Unless otherwise stated, proposals shall be irrevocable for a period of 90 days following the proposal opening date.

Multiple Proposals

Proposers interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions, and specifications of the RFP.

California State Board of Equalization Permit

Proposer shall enter the company’s State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the proposer shall sign the proposal form declaring that the company has no California sales tax permit.
Applicable Laws
Selected Proposer is required to comply with all existing State, Federal, and Local laws. If Proposer outsources any work or job to a sub-proposer, it will be the prime Proposer’s responsibility to ensure that all sub-proposers meet the requirements as stated in this RFP.

Withdrawal of Proposal
Proposer may withdraw proposal in writing at any time prior to the specified proposal due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the proposer must be submitted to the Purchasing Manager or appropriate email sent to procurement@rialtoca.gov. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the proposal closing date and time.

Proposer agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Proposer acknowledges that the original proposal and costs provided stand. However, Proposer has the option of withdrawing a proposal at any time until closing date and time of RFP.

Lowest Ultimate Cost and Best Overall Value to the City of Rialto
A final contract will be awarded to the highest ranked competitively priced and qualified proposal. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, previous experience and performance; conformity to specifications; financial ability to fulfill the contract; ability to meet Specifications/Scope of Work; terms of payment; compatibility, as required; number of sub-proposers the main Proposer may need to employ for outsourced work; other costs; and other objective and accountable factors which are reasonable. The City reserves the right to select a Proposer to perform all of the work identified in the RFP, or only selected portions based on price and/or other factors.

Pre-Award Negotiations
Prior to award of contract the successful Proposer may be required to attend negotiation meetings which will be scheduled at a later date. The intent of these meetings will be to discuss and negotiate contract requirements, prices, service level agreements, specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.

Award Selection Process
Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated.

Interviews may be held with the most qualified respondent. The recommended proposals will be submitted to the awarding authority for contract approval. The Proposer selected will be offered a contract with the City.
**Bid Protests**

All protests concerning the award, evaluation, recommendation or other aspect of the selection/bidding process must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for the protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim.

All protests must be mailed to:

City of Rialto  
Purchasing Division  
150 S. Palm Avenue  
Rialto, CA 92376  
Attn: Purchasing Manager

All protests must be received by the Purchasing Manger as soon as possible and will be addressed in writing within 5 City business days.

**Execution of Notice of Award**

A response to this RFP is an offer to contract with the City based upon the terms, conditions, service level agreements, and specifications contained in the RFP.

A contract will be formed when the Purchasing Manager awards the contract to the selected proposer(s).

Any contract made pursuant to this RFP, and any negotiated amendments to it must be accepted in writing by the proposer. If, for any reason proposer should fail to accept in writing, any conduct by proposer which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by proposer of the contract and all of its terms and conditions. Any terms offered in proposer’s acceptance of City’s contract which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written change order executed by the authorized representatives of both parties.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the contract negotiation period exceeds thirty (30) days or if the selected proposer fails to execute contract within five (5) business days of delivery of it, the City may elect to cancel the award and award the contract to the next highest ranked proposer.

**Modifications/Change Orders/Amendments**

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant agreement must be made by written change order approved by the Purchasing Manager, and the Contractor.

The City shall neither pay for nor be obligated to accept any modifications performed by consultant without a written change order.

**Contract Administrator and Duties**

The Contract Administrator, or designee, will audit the billings, approve changes to the agreement and generally be responsible for overseeing the execution and ongoing administration of the agreement. In lieu of a Contract Administrator, the Purchasing Manager will act as the Contract Administrator.
Prime Consultant
The proposer who becomes the Consultant upon award of the contract by the Purchasing Manager must be the prime consultant performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subconsultants. Acceptance or rejection of a proposer's request to use subconsultants is at the sole discretion of the City. The City reserves the right to reject any proposal to function as the prime consultant on the awarded contract. When approved, the subconsultant(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by the subconsultant.

Subconsultant
With prior approval of the City, the consultant may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The consultant shall at all times be responsible for the acts and errors or omissions of its subconsultants or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the City or any obligation on the part of the City to pay, or to be responsible for the payment of any sums to the subconsultants.

The provisions of resultant agreement shall apply to all subconsultants in the same manner as to the consultant. In particular, the City will not pay, even indirectly, the fees and expenses of a subconsultant which do not conform to the limitations and documentation requirements of resultant agreement.

Copies of Subconsultant Agreements
Upon written request from the City, the Consultant shall supply the City with subconsultant agreements.

Record and Audit Rights
The consultant shall maintain records and books of account showing all costs and expenses incurred by the consultant for the contract. The City shall have the right, upon reasonable notice, to audit the books, records, documents, and other evidence and the accounting procedures and practices, where needed, to verify the costs and expenses claimed. The City retains this right for at least three years after final payment and until all disputes, appeals, litigation, or claims have been resolved. This right to audit shall also include inspection at reasonable times of the consultant's office or facilities which are engaged in the performance of the contract. In addition, the consultant shall, at no cost or expense to the City, furnish reasonable facilities and assistance for such an audit.

Upon request, consultant shall also provide copies of documents applicable to this contract.

The audit findings shall, to the extent allowed by law, be treated by the City as confidential.

Permits/License
It is the responsibility of the Proposer to provide any permits/licenses which may be required of Local, State, or Federal regulations at no cost to the City.

Most Favored Public Entity Pricing
The prices charged against resultant contract shall not exceed those charged any other government agency. A current price list must be available in the Proposer's local office at all times for audit by the City.

Price Changes
Prices quoted shall remain unchanged for the duration of the resultant agreement, unless agreed upon by both parties.
**Cooperative Purchasing**
The City desires that the prices, terms, and conditions contained in any agreement resulting from this RFP shall be offered to any other government agency. The proposer shall state in the proposal if willing to allow such cooperative purchasing. Any resulting cooperative purchasing shall be between the consultant and governmental agency desiring such cooperative purchasing, as long as specifications are similar and the agreements are reached within a year of original proposal.

**Hold Harmless Clause**
The Proposer shall, during the terms of the contract including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney’s fees, brought on account of any personal injuries, damages or violations of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulations or decree. The Proposer agrees that this clause shall include claims involving infringement of patent or copyright.

**Safety**
All Consultant and subconsultants performing services for the City are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also all Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**Severability**
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

**Non-Collusion Affidavit**
Proposer shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the City of Rialto is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a proposal for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

**Workman’s Compensation Certificate**
Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the State Labor Code, the consultant shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to City of Rialto along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

**Insurance**
Prior to the commencement of any services hereunder, Proposer shall provide to the City certificates of insurance with the City named as additional insured. Such policies shall be subject to approval by the City and shall require thirty days notice to the City before any cancellation. Failure to furnish such evidence, if required, may be considered a default of the contract.
(1) Workers’ compensation insurance covering all employees of the Consultant, in a minimum amount of $1 million per accident, effective per the laws of the State of California;

(2) Commercial general liability insurance covering third party liability risks, including without limitation contractual liability, in a minimum amount of $1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;

(3) Commercial auto liability and property insurance covering any owned and rented vehicles of Consultant in a minimum amount of $1 million combined single limit per accident for bodily injury and property damage;

(4) Professional Liability in a minimum amount of $1 million per incident.

Termination
Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service thereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or cancelled upon request, and for the convenience of the City, without the required thirty (30) days advanced written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

Contractual Disputes
The Consultant shall give written notice to the Purchasing Manager of his intent to file a claim for money, or other relief at the time of the occurrence, or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Manager no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Purchasing Manager's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.
<table>
<thead>
<tr>
<th>Proposers Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer’s Contact Name:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Contact Title:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Location of Business</td>
</tr>
<tr>
<td>(if different from mailing address):</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Pager Number:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>24 Hour Tel. Number:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Remittance Address:</td>
</tr>
<tr>
<td>(if different from mailing address):</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Number of Years in Business:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Applicable State of California License #(s):</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Expiration Date(s):</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Proposer's Dunn and Bradstreet</td>
</tr>
<tr>
<td>‘DUNNS: NUMBER:</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Customer References
The proposer must submit a minimum of four (4) non-proposer owned customer references whose services have been provided for or used by the proposer within the last twenty-four (24) months. Services provided to these customers must be of comparable size and similar in scope to the City’s requirements within this proposal.

Include the following for each reference:

- Company Name:
- Name of Contact:
- Title of Contact:
- Address:
- Telephone number of Contact:
- Dates and types of service(s) provided

The City may, at its option, contact other known proposer’s customers for references.

Business Organization
Proposer shall provide an overview of the entity submitting this RFP including the following information:

- Brief history and description of entity;
- Date entity was established and location of entity when established;
- Location of headquarters;
- Total number or employees;
- Organization chart indicating the positions and names of the core management team which will undertake this project;
- Resumes for all core team members.

Proposed Subconsultant Information
If applicable to the proposal, the following information must be provided for each proposed subconsultant. Attach and submit this information with this proposal. If subconsultants will not be utilized, so indicate.

- Subconsultant’s name, mailing address, phone number
- Subconsultant’s contact name, title, phone number
- Subconsultant’s status as a minority/woman owned business enterprise, if applicable
- Subconsultant’s City of Rialto business License
- Description of work to be subcontracted
- Reason(s) for subcontracting
- Percentage of total contract to be subcontracted
CITY OF RIALTO
REQUEST FOR PROPOSAL #17-115
PROPOSER’S DECLARATION

Proposal Date: ______, 2017

To the Honorable Mayor and City Council From:

__________________________________________
Contractor

The undersigned, as Proposer, declares that he has carefully examined the locations of the proposed work described, examined the Agreement and read the Instructions to Proposers and is familiar with all proposal requirements, and hereby proposes and agrees, if the proposal is accepted, to complete the said maintenance in accordance with the Agreement Documents, as defined in the General Provisions, in the time stated herein, for the prices set forth in the following schedule:

Said amount to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite and the providing of all necessary machinery, tools, apparatus and other means of construction; also, the performance and completion of all the work in the manner set forth, described and shown in the Specifications or on the drawings for the work.

The Proposer to whom the contract (s) is awarded agrees to enter into an agreement with the City, and to commence work within fifteen (15) working days from the date of execution thereof, and to diligently prosecute the work to completion as set forth in the agreement after the execution of the agreement and the date of issuance of a Notice to Proceed.


All proposals are to be computed on the basis of the given Estimated Type of Work, as indicated in this proposal. In case of a discrepancy between words and figures, the words shall prevail. In case of a discrepancy between unit prices and the extension thereof, the unit price shall prevail and proposals will be computed as indicated above and compared on the basis of correct totals.

The estimated quantities of work indicated in this proposal are approximate only, being given solely as a basis for comparison of proposals. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portions of the works as may be deemed expedient by the Contract Administrator.

It is understood by the Proposer that the City of Rialto has the right to reject this proposal or to award an agreement to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check or proposal bond shall be returned to the undersigned within thirty-days (30) days from the date thereof. If the proposal is accepted and the work is awarded and the terms supplied by the Purchasing Manager within fifteen (15) days such further time as may be granted by the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest Proposer who will execute an agreement shall be paid into the treasury of the City of Rialto as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.
Licensed in accordance with an act providing for the registration of Contractor's License No._______________________, classification, XXXX. In executing this proposal the Proposer certified being properly licensed to do the work.

Signature of Proposer


If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm, i.e., president, secretary, treasurer and manager, thereof.

Dated: _______________________________, 2017

_______________________________________________ Business Address

_______________________________________________ Telephone Number
The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

This Proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer to the proposal. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

Company Name

Signature of Authorized Person

Address

Printed Name

City, State, Zip Code

Title

City of Rialto License Number Date

The Proposer hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda. Failure to indicate receipt of addenda may result in the proposer being rejected as non-responsive.

ADDENDUM # ______ DATED ______  ADDENDUM # ______ DATED ______

ADDENDUM # ______ DATED ______  ADDENDUM # ______ DATED ______

ADDENDUM # ______ DATED ______  ADDENDUM # ______ DATED ______

(If additional addenda are issued, attach a complete listing of these addenda when submitting this proposal.)

No Proposal

In order to help us improve our internal processes and become a better customer, if you are not submitting a Proposal, please state the reason(s) why and return this page to the Purchasing Manager.

________________________________________________________________________________________

________________________________________________________________________________________
STATE OF CALIFORNIA, COUNTY OF ____________________________________________

I am the of ________________________________________________________________, the
Proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the
same is true of my own knowledge, except as to those matters which are therein stated upon my information or
belief, and as to those matters I believe it to be true.

Executed on _________________________ at _______________________, California
(date)                                             (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

________________________________
Signature of Proposer

________________________________
Title

________________________________
Signature of Proposer

________________________________
Title
CITY OF RIALTO
REQUEST FOR PROPOSAL #17-115
PROPOSER’S BOND

KNOW ALL MEN BY THESE PRESENT,
That we, ____________________________, as Principal, and ____________________________, as Surety,
are held and firmly bound unto the City of Rialto in the sum of TEN PERCENT (10%) of the total amount of the proposal of the principal, to be paid to the said City or its certain attorney, its successors and assigns; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of $______________________.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned proposal to the City of Rialto for certain maintenance specifically described as follows, for which proposals are to be opened, no later than June 8, 2017 at 4:00 P.M. for: RFP 17-115 Fire Apparatus Preventative Maintenance Program. The undersigned Proposer hereby proposes to furnish all labor, materials, equipment, tools and services necessary to perform all work required in the specifications for either or both of the proposals.

NOW, THEREFORE, if the aforesaid principal is awarded the contract and within the time and manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form in accordance with the proposal, and files the two bonds with the City of Rialto. One to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then this obligee and judgment is recovered; the surety shall pay all costs incurred by the obligee in such suit including a reasonable attorney’s fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ________________
day of ________________________________, 2017.

________________________________ (SEAL)
________________________________ (SEAL)
________________________________ (SEAL)
PRINCIPAL

________________________________ (SEAL)
________________________________ (SEAL)
________________________________ (SEAL)
________________________________ (SEAL)
SURETY

________________________________ (SEAL)
ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged (notarized). Attach Power of Attorney.
CITY OF RIALTO
REQUEST FOR PROPOSAL #17-115
PERFORMANCE BOND CERTIFICATION

Offeror must provide written evidence from an authorized bonding company of their ability to provide an acceptable performance (surety) bond.

NOW, THEREFORE, if the aforesaid principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the proposal, and files the bonds with the City of Rialto, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _________________day of _____________________________, 2017.

________________________________ (SEAL)
________________________________ (SEAL)
________________________________ (SEAL)
                  PRINCIPAL
________________________________ (SEAL)
________________________________ (SEAL)
________________________________ (SEAL)
                  SURETY
________________________________ (SEAL)
                  ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged (notarized). Attach Power of Attorney.
CITY OF RIALTO
REQUEST FOR PROPOSAL #17-115
WORKERS’ COMPENSATION INSURANCE CERTIFICATION

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: ____________________________

________________________________________________
(Contractor)
By   ________________________________________________
(Signature)
(Title)

ATTEST:
By
________________________________________________
(Signature)
(Title)
This contract will be awarded as a cost-savings contract under the provisions of Government Code Section 19130(a). In accordance with those provisions, the salary rate to be paid to individuals performing the requested services as described under this contract should be an amount calculated NOT to “significantly undercut” the State pay rate and shall not be less than the industry rate for San Bernardino County. In the event that this salary rate does significantly undercut the State pay rate or the industry rate for San Bernardino County. THE PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE.

A Proposer on this contract must complete the “Minimum Wage Statement” below and return this sheet with his/her proposal.

MINIMUM WAGE STATEMENT

I hereby certify that the minimum wage to be paid to all individuals performing the requested services as described under this contract will not less that $______________ per hour.

__________________________________________________________________________

Signature of Authorized Representative

__________________________________________________________________________

Printed Name

__________________________________________________________________________

Title

__________________________________________________________________________

Company Name

__________________________________________________________________________

Address

__________________________________________________________________________

City, State, Zip Code

__________________________________________________________________________

Date Signed
CITY OF RIALTO
REQUEST FOR PROPOSAL #17-115
STATEMENT OF REFERENCES

List and fully describe contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications.

Reference No. 1

Customer Name: ____________________________________________
Contact Individual: __________________________________________ Phone No: ________________________
Address: __________________________________________________
Contract Amount: __________________________________________ Year: ________________________
Description of work done: ______________________________________

Reference No. 2

Customer Name: ____________________________________________
Contact Individual: __________________________________________ Phone No: ________________________
Address: __________________________________________________
Contract Amount: __________________________________________ Year: ________________________
Description of work done: ______________________________________

Reference No. 3

Customer Name: ____________________________________________
Contact Individual: __________________________________________ Phone No: ________________________
Address: __________________________________________________
Contract Amount: __________________________________________ Year: ________________________
Description of work done: ______________________________________

Reference No. 4

Customer Name: ____________________________________________
Contact Individual: __________________________________________ Phone No: ________________________
Address: __________________________________________________
Contract Amount: __________________________________________ Year: ________________________
Description of work done: ______________________________________

Please list all City of Rialto projects completed with in the last five (5) years.

Project Name: ____________________________________________
Contact Individual: __________________________________________ Phone No: ________________________
Project Location: __________________________________________
Contract Amount: __________________________________________ Year: ________________________
Description of work done: ______________________________________
Pursuant to Section 10162 of the Public Contract Code the Proposer shall state whether such Proposer, any officer or employee of such Proposer who has a proprietary interest in such Proposer has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State or Local Government Project because of a violation of law or a safety regulation; and if so, explain the circumstances.

If the Proposer has had a contract terminated for default, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer’s non-performance or poor performance and the issue was either no litigated; or litigated and such litigation determined the Proposer to be in default. Submit full details of all termination(s) for default experienced by the Proposer including the other party’s name, address and telephone number. Present the Proposer’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposer’s proposal if the fact discovered indicates the completion of a contract resulting from the RFP may be jeopardized by selection of the Proposer.

If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare? Yes □ No □

2. If yes, explain the circumstances. Attach additional pages if necessary.

Executed on ___________________ at _______________________, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Authorized Representative

Printed Name

Title

Company Name

Date Signed
Without exception, the proposer is required to state the name and address of each subconsultant and the portion of the work which each will do as required by Section 2-3, “Subcontracts”, of the Standard Specifications and in conformance with Public Contracts Code, Section 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any consultant making a Proposal or offer to perform the work shall set forth in the Proposal:

(a) The name and the location of the place of business of each subconsultant who will perform work or labor or render service to the prime consultant in or about the construction of the work or improvement, or a subconsultant licensed by the State of California who, under subcontract to the prime consultant, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime consultant’s total Proposal: and

(b) The portion of the work which will be done by each subconsultant. The prime consultant shall list only one subconsultant for each Portion.

The undersigned submits herewith a list of subconsultants in conformance with the foregoing:

<table>
<thead>
<tr>
<th>Name Under Which Subconsultant is Licensed</th>
<th>License No. &amp; Class</th>
<th>Business Address</th>
<th>Specific Description of Subcontract and Portion of the Work to be Done</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature(s) of Proposer Date

Signature(s) of Proposer Date

Title

Title
CITY OF RIALTO
REQUEST FOR PROPOSAL #17-115
CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City of Rialto, the firm listed certified that it does not discriminate in its employment with regard age, handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, local directives, and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment. Every bidder in violation of this section is subject to all penalties imposed for violation of Chapter 1 of Part VII, Division 2 of the Labor Code, in accordance with the provisions of Section 1753 thereof.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

________________________________________
Signature of Authorized Representative

________________________________________
Printed Name

________________________________________
Title

________________________________________
Company Name

________________________________________
Address

________________________________________
City, State, Zip Code

________________________________________
Date Signed

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.
The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION
I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of ____________________, ________

_________________________________________________
(Name of Organization)

_________________________________________________
(Title of Person Signing)

_________________________________________________
(Signature)

ACKNOWLEDGEMENT

STATE OF _______________________) ) ss
COUNTY OF _______________________)
Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _______________, ______.

_________________________________________________
Notary Public Signature

My Commission Expires: ________________________________________
CITY OF RIALTO

CONTRACT AGREEMENT FOR

Fire Apparatus Preventive Maintenance Program

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this _____ day of ______________, 2017, BY AND BETWEEN THE CITY OF RIALTO, as “CITY”, and __________________________, as “CONTRACTOR” in the amount of $______________.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced Specifications, details, standard drawings, and appendices together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents in the amount not to exceed $________________ (Write Out Dollar Amount Including Cents).

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder:

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code Requirements section of the General Conditions for this project.

ARTICLE VI

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VII

CONTRACTOR agrees to indemnify and hold harmless CITY and all of its officers and agents from any claims, demands, or causes of action; including related expenses, attorney's fees, and costs; based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VIII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein and that each is fully authorized to sign on behalf of any business entity that he may represent.
ARTICLE IX

CONTRACTOR represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, or national origin in any matter including without limitation employment upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

ARTICLE X

CONTRACTOR warrants that all principals to this Contract are duly organized and validly existing business entities and that each such entity has full right and authority to enter into this Contract.

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY OF RIALTO

Deborah Robertson, Mayor

ATTEST:

Barbara McGee, City Clerk

CONTRACTOR:

(CORPORATION NAME—TYPE)

By: ________________________________

Title: ________________________________

By: ________________________________

Title: ________________________________

Fred Galante, Esq.
City Attorney

Sean Grayson
City of Rialto, Fire Chief