



City of Rialto
Purchasing Division

Purchasing Manager: William Jernigan
Phone: (909) 820-2570 Fax: (909) 820-2600
Email: procurement@rialtoca.gov

REQUEST FOR BID #20-003
Rubberized Mulch

Closing Date: September 12, 2019, 4:00 P.M.

RFB Number:	20-003
Due Date:	September 12, 2019
Time:	4:00 P.M.
Project:	Rubberized Mulch

The prospective supplier shall submit a fully executed sealed proposal, to be received no later than 4:00 P.M., Thursday, September 12, 2019. Sealed bids shall be submitted to:

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

NOTE: Bidders are required to submit one (1) original RFP signed in ink, one (1) hard copy 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.

CITY OF RIALTO
STATE OF CALIFORNIA
NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN by the City Council that the City of Rialto Purchasing Division will be accepting sealed bids for the following: Purchase of Rubberized Mulch

Bids must be received by Thursday, September 12, 2019 at 4:00 P.M., in the Purchasing Office, 249 S. Willow Ave. (City Yard) Rialto, California 92376

No Bid shall be considered unless it is made on the Bid Form furnished by the City of Rialto and is made in accordance with the provisions of the Request for Bid. All bids must be labeled RFB 20-003 Rubberized Mulch the bid price must be firm for ninety (90) days from date of the bid opening in order to permit staff evaluation and City Council award. The City of Rialto City Council reserves the right to reject any or all bids in whole or in part and may waive any irregularities or informality in any bid 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.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

Proposal packages are available online at <http://yourrialto.com/bids-proposals/>

(s) William Jernigan
Purchasing Manager
City of Rialto

Publish:
Provide proof of publication

CITY OF RIALTO
REQUEST FOR BID #20-003
OVERVIEW & BACKGROUND

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, 2019).

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.

CITY OF RIALTO
REQUEST FOR BID #20-003
DIVERSITY BUSINESS STATEMENT

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: _____

CITY OF RIALTO
REQUEST FOR BID #20-003
SPECIFICATIONS

The City of Rialto seeks a firm fixed bid for the purchase of 210 tons of colored rubber nugget mulch.

Requirements:

- Rubberized mulch must be made from 100% California recycled tires
- Each ton should cover approximately 450 square feet at a depth of 2 inches
- Delivery required to one location
- Vendor is **required** to complete the State of California Department of Resources Recycling and Recovery (CalRecycle) Tire-Derived Product (TDP) Certification form (attached).

CITY OF RIALTO REQUEST FOR BID #20-003 CalRecycle Form 227

REQUIRED FORM

State of California
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 227 (Rev. 2/17)

Applicant or Grantee Name:	
Grant Number: <i>(if applicable)</i>	

Tire-Derived Product (TDP) Certification

Instructions: This form is used in conjunction with your supporting documentation. Please refer to the **Payment Request and Documentation** section of the **Procedures and Requirements** for instruction on uploading this form along with your supporting documentation to GMS.

Applicant/Grantee: Request that your Product Provider (see below for definition) complete this form and check the box marked "Price Quote" (for Applicant); or either "Modification Request," or "Payment Request" (for Grantee).

Product Manufacturer, Supplier/Vendor, or Contractor (also referred to in this document as "Product Provider"): Complete the information requested below and submit form back to Applicant/Grantee. See the reverse side of this form for complete instructions.

<input type="checkbox"/> Price Quote - Submit with Grant Application.
<input type="checkbox"/> Modification Request - Submit with a request to change the Product Provider/subcontractor or modify the approved Project.
<input type="checkbox"/> Payment Request - Submit with Final Payment Request for verification of tire-derived product origin and cost of material described below.

Product Provider Type (check one):			
<input type="checkbox"/> Product Manufacturer	<input type="checkbox"/> Supplier/Vendor	<input type="checkbox"/> Contractor	
Company Name:		Phone:	Fax:
Contact Name:		Email:	
Address:		Website:	

Product Description and Material Type (provide site name)	Product Weight (pounds)	/ (divided)	Passenger Tire Equivalent (PTE)	=	Number of PTEs Diverted	x	Cost Per Tire	=	Material Cost (include tax/shipping)
<i>EXAMPLE:</i> Mulch – Rubber – ABC Playground	115,500	/	12 pounds/tire	=	9,625 PTEs	x	\$ 3.79	=	\$ 36,478
		/		=		x	\$	=	\$

Under the laws of California: I certify under penalty of perjury that I am legally authorized to contractually bind and make the following representations on behalf of the above-named Product Provider, and pursuant to that authorization I further certify under penalty of perjury: 1) that all information provided herein is true and correct; 2) that the tire material in the product(s) described above and to be sold to the above-named Grantee is (or will be) from only California-generated waste tires; 3) that the waste tires were (or will be) processed and manufactured into a final product in California; 4) that the above-named Grantee and CalRecycle can rely on this certification for purposes of incurring and reimbursing costs, respectively; 5) that the above-named Product Provider acknowledges that if the tire material in the product(s) cannot be verified to be from only California-generated waste tires and/or that the waste tires were not processed and manufactured into a final product in California, the Product Provider will be considered for placement on the CalRecycle Unreliable List (14 CRR § 17050 et seq.), in addition to any other action(s) the Grantee and/or CalRecycle may have against the Product Provider; 6) that the total amount of the "Material Cost" excludes the cost of truck tire buffings, if any; and, 7) that the Product Provider did not receive any other CalRecycle incentives or grants for the Tire-Derived Product.

Audit/Records Access: The Product Provider agrees to be bound by the Audit/Records Access provision in the Terms and Conditions of the above-referenced Grant. Please contact Grantee or CalRecycle for a copy of the Terms and Conditions.

Signature of Authorized Signer for Product Provider:	Print Name:	Title:	Date:

INSTRUCTIONS

Applicant/Grantee: Request completion of this form by Product Manufacturer, Supplier/Vendor, or Contractor. Once the form is completed and signed by the Product Provider (see below for definition), upload this form along with the supporting documentation, as described in the front page, to the application module (for Applicant) or the grant management module (for Grantee) of GMS.

Applicant/Grantee to provide:

Applicant/Grantee Name: Enter the legal name as it appears on the Application in GMS.

Grant Number: Leave blank for Applicant; For Grantee, enter grant number as shown on the Grant Agreement Cover Sheet.

Price Quote, Modification Request, or Payment Request: Check the box marked "Price Quote" (for Applicant) or either "Modification Request" or "Payment Request" (for Grantee).

Product Manufacturer, Supplier/Vendor, or Contractor (also referred to in this document as "Product Provider"): Provide the information requested. This form must be signed by a representative of your company who is authorized to contractually bind your company and certify to the truth of the information provided. Complete and submit form back to Applicant/Grantee.

Product Provider to provide:

Product Provider Type: Check the box whether you are a Product Manufacturer, Supplier/Vendor, or Contractor, who is completing the form.

Contact Information: Provide your business contact information in this section.

Complete the Table: See the example on the first row.

1. Enter Product Description, Material Type, and site name in the first column.
2. Enter the product weight in the second column.
3. Calculate the number of PTEs by dividing the weight by **12** pounds per PTE. Enter this number in the sixth column.
4. Enter the Product Provider's cost per tire in the eighth column. CalRecycle will reimburse Grantee up to a cap of \$5 per tire diverted. The total cost should include shipping and tax not to exceed the \$5 cap.
5. To calculate the material cost, multiply the number of PTEs diverted by the cost per tire. Enter this number in the last column.

Signature of Product Provider: This form must be signed by an authorized signer from the Product Provider. Enter name of signer, his/her title, and the date the form was signed.

PLEASE NOTE

Final Report Supporting Documentation: The Product Manufacturer, Supplier/Vendor, or Contractor (Product Supplier) must attach documentation that verifies that the tire material in the Product(s) described above and sold to the Grantee is from only California-generated waste tires and that the waste tires were processed and manufactured into a final product in California. Documentation must verify the flow of the California-generated waste tire material from the California processor to the final product manufacturer (if different) to the Supplier/Vendor or Contractor (if different) to the Grantee and include: 1) a Certificate of Origin (completed by the Processor) or Bill of Lading(s) and 2) invoices, as applicable.

Material Cost: Use the formula to calculate the product material cost eligible for grant funding. Material cost includes tax and shipping. Truck tire buffings may be used in the product/project but the cost associated with the buffings will not be reimbursed.

CITY OF RIALTO
REQUEST FOR BID #20-003
BID SHEET

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
001	210	Tons of rubberized mulch made from 100% California Recycled Tires		

Freight fees: _____ Subtotal _____

Promised Delivery _____ days after receipt of Tax (7.75%) _____

order. Freight _____

The City pays on Net30 terms. Total _____

Upon acceptance of this bid the undersigned hereby agrees to furnish and deliver the items as described in the accompanying specifications at the prices stated.

Bidder: _____

Address: _____

By: _____ Title: _____ Date: _____
(Signature)

Printed Name: _____

Telephone: _____ Fax: _____ Email: _____

Exceptions or Clarifications:

CITY OF RIALTO
REQUEST FOR BID #20-003
LOCAL BUSINESS PREFERENCE

- 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 20191.
- 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)



Certification Statement Local Vendor Preference

2FB

Notarization Required

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 #20-003

Rubberized Mulch: Yes _____ No _____

Owner's Signature

Printed Name

To be completed by Authorized City of Rialto Representative:

Vendor Certified: _____ Date: _____

**CITY OF RIALTO
REQUEST FOR BID #20-003
DISCLOSURES REQUIRED BY PERSONS OR ENTITIES
CONTRACTING WITH THE CITY OF RIALTO**

Pursuant to Rialto Municipal Code section 2.48.145, all persons or business entities supplying any goods or services to the City of Rialto shall disclose whether such person or entity is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et.seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090.

By submitting this proposal, or supplying any goods or services to the City, the undersigned hereby attests under penalty of perjury, personally or on behalf of the entity submitting this proposal or supplying any goods or services to the City, as well the entity's officers, representatives and the undersigned, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed immediately below:

Vendor/Contractor/Consultant: _____

City of Rialto Official/ Employee Name(s)	The nature of the relationship with the person listed is
_____	_____
_____	_____
_____	_____

By: _____

Name: _____

Title: _____

CITY OF RIALTO REQUEST FOR BID #20-003 BIDDER SIGNATURE DECLARATION

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 RFB document and any written exceptions in the offer accepted by the City.

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

Each bid must be signed on behalf of the bidder by an officer authorized to bind the bidder to the bid. 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 bidder hereby acknowledges receipt of and agrees this submittal is based on the RFB and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as non-responsive.

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____
(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

No Bid

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

CITY OF RIALTO
REQUEST FOR BID #20-003
STATEMENT OF REFERENCES

List and describe fully the last four contracts performed by your firm which demonstrate your ability to complete the work included with 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: _____

CITY OF RIALTO
REQUEST FOR BID #20-003
GENERAL INFORMATION

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

Bidder shall identify those services (if any) 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 RFB does not obligate the City to accept or contract for any expressed or implied services.

The City reserves the right to request any Bidder 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.

All questions must be submitted through the PlanetBids platform, questions received any other way will not be addressed.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

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 RFB process other than as directed above. Contact with anyone other than as directed above may be cause for rejection of proposal.

CITY OF RIALTO
REQUEST FOR BID #20-003
GENERAL TERMS AND CONDITIONS – RFB

Definition of Terms

The following terms used in the RFB documents shall be construed as follows:

1. “City” shall mean the City of Rialto.
2. “Consultant/ Bidder/Contractor” shall mean the individual, partnership, corporation or other entity to which this agreement is awarded.
3. “Supplier/ Bidder/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 bids, and to recommend award to the bidder that submitted the bid 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 bid that fails to meet a mandatory requirement will be deemed non-responsive, and not be considered for award.
8. “Bidder” shall mean the person or firm making the offer.
9. “Bid” shall be the offer presented by the bidder.
10. “RFB” shall be the acronym for Request for Bid.
11. “Should” indicates something that is recommended, but not mandatory. Failure to do what “should” be done will not result in rejection of your bid.
12. “Submittal Deadline” shall be the date and time on or before all bids must be submitted.
13. “Successful Bidder” 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 bid. This must be initiated within six City working days after notification of award.

Consultant's Address and Legal Services

The address given in the bid 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 Bid

Any and all costs incurred responding to this RFB, 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 Bidder

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

Bidding Errors

Bidder is liable for all errors or omissions incurred by bidder in bid. Bidder will not be allowed to alter bid documents after the due date for bid submission.

The City reserves the right to make corrections due to errors identified in bid 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 bid. 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 bid.

Rejection of Bid

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

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

Bid Format and Submittal

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

Bidder 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 bidder non-responsive if the bidder fails to provide all required documentation and copies. Bid must be signed by a duly authorized officer eligible to sign contract documents for the proposer. Consortiums, joint ventures, or teams submitting bids will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The bid must identify the responsible entity.

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

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

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

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

Submitting Bids

- a) Submittal Deadline: Bids must arrive in the Purchasing Office by the submittal deadline shown in these specifications or subsequent addenda. Bids may be submitted by hand, by courier, or any other method specified herein.
- b) Responsibility: Bidders are solely responsible for ensuring that their bids 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 bids shall be made at the office specified in the Request for Bids. 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 on The City of Rialto website at <http://yourrialto.com/bids-proposals/>. Suppliers are encouraged to check the website periodically for updates.
- e) Email/Facsimile Transmissions: Bids may NOT be submitted by email or facsimile, unless otherwise specified herein.
- f) Forms: To be considered for award, each bid shall be made on forms furnished by the City.
- g) Late Bids: The submittal deadline IS FIRM. Bids will NOT be accepted after the submittal deadline and will be returned to the Bidder unopened.
- h) Signature: To be considered for award, each bid shall be signed by an authorized representative of the Bidder.
- i) Sealed Bids: Bids MUST BE sealed upon submittal (e.g., envelope, package, box, etc.)

Bids Property of City/Proprietary Bid Material

All bids submitted in response to this RFB shall become the property of the City of Rialto, and subject to the State of California Public Records Act. Bidders must identify all copyrighted material, trade secrets or other proprietary information that the bidder 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 bidder claims such an exemption, the bidder is required to state in the bid the following: "The bidder 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 bidder's right to exemption from this disclosure.

Bid Acceptance Period

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

Multiple Bids

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

California State Board of Equalization Permit

Bidder shall enter the company's State of California Board of Equalization permit number on the bid form. If the company does not have this permit, the bidder shall sign the bid form declaring that the company has no California sales tax permit.

Applicable Laws

Selected Bidder is required to comply with all existing State, Federal, and Local laws. If Bidder outsources any work or job to a sub-bidder, it will be the prime Bidder's responsibility to ensure that all sub-bidders meet the requirements as stated in this RFB.

Withdrawal of Bid

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

Bidder 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 bid. Bidder acknowledges that the original bid and costs provided stand. However, Bidder has the option of withdrawing a bid at any time until closing date and time of RFB.

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 bidder. 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 bid. The determination of the most qualified and most competitively priced bid may involve all or some of the following factors: price, thoroughness of the bid 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-bidders the main Bidder 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 Bidder to perform all of the work identified in the RFB, or only selected portions based on price and/or other factors.

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 Manager as soon as possible and will be addressed in writing within 5 City business days.

Execution of Notice of Award

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

A contract will be formed when the Purchasing Manager awards the contract to the selected bidder(s) by creation of a Purchase Order.

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.

Permits/License

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

Cooperative Purchasing

The City desires that the prices, terms, and conditions contained in any agreement resulting from this RFB may be offered to any other government agency. The bidder shall state in the bid 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 bid.

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.

CITY OF RIALTO

REQUEST FOR BID #20-003

GENERAL BID CONDITIONS

1. All price and notations must be typewritten or written in ink. Erasures are NOT PERMITTED. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. Please bid HEREON your lowest price, best delivery date, cash discount terms, and F.O.B. point for items listed. No charges for transportation, containers, packing, etc, or for any other purpose will be allowed unless so specified in your bid. Bid on each item separately and extend net unit prices.
3. State brand, or make on each item. If quoting an article exactly as specified, the words or equal must be stricken out by the vendor. If quoting on other than the make, model or brand specified, the manufacturers name and the catalog number must be given, or descriptive cutsheet and information attached to the quotation.
4. Any contract awarded as a result of the bid will be subject to the City's usual purchase order instructions, agreements and conditions.
5. All bids/proposals must be signed with the firms name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. Any and all costs incurred responding to bids/proposals conducting demonstrations or any other related activities, shall be borne by bidder/proposer and the City shall not be liable for any of these costs.
7. Bidder/proposer is liable for all errors or omissions incurred by bidder/proposer in bid/proposal. Bidder/proposer will not be allowed to alter bid/proposal documents after the due date for submission. The City reserves the right to make corrections due to errors identified in bid/proposal by the City or the bidder/proposer. This type of change will be date and time stamped and attached to bid/proposal. All changes must be coordinated in writing with, authorized by and made by the Purchasing Manager or designated representative.
8. The City reserves the right, as the interest of the City requires, to reject any or all bids/proposals, to waive any minor informality in bids/proposals received to reject any unapproved alternate bid(s)/proposals, and reserves the right to reject the bid/proposal of any bidder/proposer who has previously failed to perform competently in any prior business relationship with the city. The rejection of any or all bids/proposals shall not render the City liable for costs or damages.
9. Late bids/proposals will not be accepted and shall be returned to the bidder/proposer unopened. Bidder/proposer may withdraw bid/proposal in writing at any time prior to the specific due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the bidder/proposer must be submitted to the Purchasing Division. After withdrawing a previously submitted bid/proposal, the bidder/proposer may submit another bid/proposal at any time up to the specified due date and time.
10. 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.
11. Samples of items, when required, must be furnished free of expense to the City of Rialto; and if not destroyed by tests, will upon request be returned at the vender's expense.
12. The vendors shall hold the City of Rialto, its officer's agents, servants and employees, harmless from liability or any nature or kind or account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under his bid/proposal.
13. Evidence of Insurance Coverage (applicable if checked) the successful bidder /proposer will be required to provide (at own expense) Certificates of Insurance as indicated below. This insurance shall be on a comprehensive occurrence form with an endorsement naming the City as an Additional Insured. Insurance certificates will be required within 5 days after notification of award. If the successful bidder is unable to supply certificates as required, within the stipulated time frame, the City reserves the right to award to the next lowest bidder.
14. Response to this bid will constitute acceptance of all terms and conditions stated within this Request for Bid.

<u>Description</u>	<u>Limits</u>
_____ Workman's Compensation	\$1,000,000.00
_____ General Liability	\$2,000,000.00
_____ Automobile Liability	\$1,000,000.00
_____ Professional Liability	\$1,000,000.00