



City of Rialto  
Purchasing Division

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**REQUEST FOR BID #21-022**  
**Tires and Roadside Service Calls**

**Closing Date: February 16, 2021, 4:00 P.M.**

RFB Number:	21-022
Due Date:	February 16, 2021
Time:	4:00 P.M.
Project:	Tire and Roadside Service Calls

The prospective supplier shall submit a fully executed bid via PlanetBids, to be received no later than 4:00 P.M., Tuesday, February 16, 2021.

**NOTE:** Mailed or hand delivered bids will not be accepted. Please submit bids and all other related attachments electronically through PlanetBids. All questions must be submitted through PlanetBids, questions received any other way will not be addressed.

CITY OF RIALTO  
REQUEST FOR BID #21-022  
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CITY OF RIALTO  
STATE OF CALIFORNIA  
NOTICE INVITING SEALED BIDS

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NOTICE IS HEREBY GIVEN by the City Council that the City of Rialto Purchasing Division will be accepting bids for the following: **Tire and Roadside Service Calls**

Bids must be submitted electronically through PlanetBids by Tuesday, February 16, 2021 at 4:00 P.M. Mailed or hand delivered bids will not be accepted.

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 21-022 Tire and Roadside Service Calls and 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 the following Holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Monday after Thanksgiving, and Christmas

Bid packages are available online at <https://pbsystem.planetbids.com/portal/28159/portal-home>

(s) Shanita Simmons  
Purchasing Manager  
City of Rialto

Publish:  
Provide proof of publication

**CITY OF RIALTO  
REQUEST FOR BID #21-022  
OVERVIEW & BACKGROUND**

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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 #21-022  
Diversity Business Statement

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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  
SPECIFICATIONS  
REQUEST FOR BID #21-022

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The City of Rialto is soliciting bids to establish a tire supply and service contract for an active fleet of 426 vehicles/equipment which includes, passenger vehicles, Police patrol vehicles, light, medium and heavy trucks, Sport Utility Vehicles (SUVs), heavy machinery equipment and Fire apparatuses. The City uses a wide range of tire sizes, weight ratings, and tread patterns. The awarded contractors shall have the ability to supply all sizes and tread designs.

The period of this service contract will be for one (1) year. The Contract may be extended by the City for up to four (4) consecutive one (1) year option renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised. Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

The City intends to award a contract to a qualified vendor, or multiple vendors, that will provide the best value to the City for the requested services based upon the specifications included in this document.

Contractor shall furnish all labor, personnel, service, supervision, documentation, insurance, permits, licenses, tires, material, supplies, equipment, parts, warranties, paid all taxes, benefits, fuel surcharges, shipping, transportation, delivery fees, disposal charges, mileages, parking and other ancillary fees, tolls, travel time, freight, and all other overhead cost including incidentals, necessary to perform the scope of services and supply products as described herein. **Bidders do not have to provide all services to be considered for award.**

The fleet of vehicles and equipment to be maintained are located in various City Departments. The City has the right to alter or modify the fleet, both in character and quality, in its sole and absolute discretion without any notice provided to the Contractor.

All quantities provided are an approximation of what would be needed on a yearly basis. The estimated quantities are provided below to assist the vendor in preparing a Bid and are subject to change.

The following is a list of tires the City commonly purchases. **The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

PART NUMBER	DESCRIPTION	QUANTITY	Brand Specific
01-1.75-80-13	1.75-80-13 Trailer Tire	4	No
01-11-15	11-15 Trailer Tire	20	No
01-205-75-14	205-75-14 Trailer Tire	12	No
01-215-60-17	215-60-17 Passenger Tire	20	No
01-225-70-19.5	225-70-19.5 Heavy Duty Tire	40	No
01-235-60-17	235-60-17 Passenger Tire	12	No
01-245-70-19.5	245-70-19.5 Heavy Duty Tire	12	No
01-4.80-12	4.80-12 Trailer Tire	12	No
01-7.00-15	7.00-15 Trailer Tire	12	No
01-7.50-16	7.50-16 Trailer Tire	12	No
01-225-75-16	225-75-16 LT Truck	20	Yes / Bridgestone Duravis
01-265-75-16	265-75-16 LT Truck	20	Yes / Bridgestone Duravis
01-235-65-16	235-65-16 LT Truck	20	Yes / Firestone
01-275-65-18	275-65-18 LT Truck	12	Yes / Firestone
01-225-70-15	225-70-15 LT Truck Tire	12	Yes / Firestone Destinations
01-235-70-16	235-70-16 Passenger Tire	20	Yes / Firestone Destinations
01-235-70-17	235-70-17 Passenger Tire	12	Yes / Firestone Destinations
01-205-65-15	205-65-15 Passenger Tire	8	Yes / Firestone Firehawks
01-225-60-18	225-60-18 Pursuit Tires	60	Yes / Firestone Firehawks
01-235-55-17	235-55-17 Pursuit Tires	100	Yes / Firestone Firehawks
01-245-55-18	245-55-18 Pursuit Tires	60	Yes / Firestone Firehawks
01-235-85-16	235-85-16 LT Truck	12	Yes / Firestone Transforce
01-245-75-16	245-75-16 LT Truck	12	Yes / Firestone Transforce
01-245-75-17	245-75-17 LT Truck	12	Yes / Firestone Transforce
01-215-85-16	215-85-16 LT Truck Tire	12	Yes / Firestone Transforce
01-265-70-17	265-70-17 LT Truck	12	Yes / Firestone Transforce
01-275-65-18	275-65-18 LT Truck	12	Yes / Goodyear
01-225-60-16	225-60-16 Pursuit Tires	20	Yes / Goodyear RSA
01-225-60-18	225-60-18 Pursuit Tires	60	Yes / Goodyear RSA
01-235-55-17	235-55-17 Pursuit Tires	100	Yes / Goodyear RSA
01-245-55-18	245-55-18 Pursuit Tires	150	Yes / Goodyear RSA
01-225-70-15	225-70-15 LT TRUCK TIRE	12	Yes / Goodyear RSA
01-225-75-16	225-75-16 LT TRUCK	12	Yes / Goodyear Wrangler HT
01-235-75-15	235-75-15 TRUCK TIRE	12	Yes / Goodyear Wrangler HT
01-205-65-16	205-65-16 Passenger Tire	8	Yes / Michelin - Energy
	11-R22.5 H BST R250ED SWP	4	No
	12-R 22.5 H MIC XZE	6	Yes / Michelin
	225-70-R 19.5 G CONT HSR	18	Yes / Continental



	425-65-R 22.5 L MIC XYZ 3 (WB)	20	Yes / Michelin
	11-R 22.5 H MIC XDE N/S	20	Yes / Michelin
	12-R 22.5 H MIC XZE	20	Yes / Michelin
	22.5 – 12.25	20	No
	11-R 22.5 H MIC	20	Yes / Michelin

## GENERAL SPECIFICATIONS

### 1. Vendor Minimum Qualifications

- i. Vendor shall be regularly and continuously engaged in the business of providing tires and tire services to other municipalities for at least five (5) years.
- ii. Contractor shall be authorized dealers, jobbers, warehouse retailers, or warehouse distributors for approved tires brands. In addition, they must carry sufficient stock or have immediate access to such tires as to satisfactory furnish the City with all of its requirements.
- iii. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this request.
- iv. Special License and Permits - The vendor shall have and maintain all valid licenses and permits as required by the State of California and the City of Rialto to conduct business as described in this RFB Document.

### 2. Personnel Requirements

- i. The vendor shall provide personnel fully trained in all phases of work requested and with all brands and models of vehicles and equipment used by the City.
- ii. The vendor shall assign a supervisor/account manager working regular hours for the duration of this contract. The supervisor/account manager shall be capable of communicating effectively both in written and verbal English. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
- iii. Contractor's account manager shall be familiar with City requirements and standards and work to ensure that established standards are adhered to.

### 3. Project Inspections - Upon request, the vendor or his representative will inspect the vehicle and/or equipment with the City representative, or the City Personnel, for the purpose of determining compliance with the specifications or to discuss required work. The vendor's representative shall be authorized to sign documents and implement changes to the job.

### 4. Product Testing - The City reserves the right to request and test equipment/products and services and/or services from the apparent successful Bidder. Prior to the award of the Contract, the apparent successful Bidder, if requested by the City, shall furnish current information and data regarding the Bidder's resources, personnel, and organization within three (3) days.

### 5. Safety - Vendor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of

Industrial Safety Orders (CDIS), and any other applicable government law or City Risk Management standards.

6. Protection of Vehicles and Equipment - The vendor shall exercise due care in protecting from damage all City-owned vehicles, vehicle accessories, and equipment both attached to and contained within the City's vehicles. Any damage to City property deemed to be caused by the vendor's negligence shall be corrected or paid for by the vendor at no cost to the City. If the City requests or directs the vendor to perform work on a specific vehicle, it will be the vendor's responsibility to verify and locate any potential issues, i.e., damaged exterior parts or windshields. This specification does not release the vendor of the responsibility for taking reasonable precaution when working on City vehicles. Any damage or problems shall be reported immediately to the City.
7. Negligence - Any damage to the City's property which has been determined to be due to the vendor's negligence shall be corrected at no additional cost to the City. Vehicle, vehicle accessory and equipment damage attributable to improper care by the vendor shall be corrected by the vendor at no additional cost to the City.
8. Pricing submitted shall be consistent with current government pricing.
9. New Current Model Goods - Proposals submitted shall be for new, current model products and services.
10. Alterations - CONTRACTOR shall not have the right to install equipment or make any minor alterations to any CITY-owned vehicles or equipment without prior written consent of CITY. CONTRACTOR shall not post any notices, announcements, or other materials in or on equipment unless approved by CITY.
11. Repossession - In the event of termination of Agreement, CITY shall have the right to take immediate possession of all CITY-provided equipment, vehicles and other assets that may be in the CONTRACTOR'S possession.
12. Indicate the **manufacturer's name and part number/product number**. Do not list your internal part number.
13. Minimum Order Requirements - The City does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are for evaluation purposes only and may not reflect the actual quantity required during the duration of the contract.
14. Technical and Descriptive Literature - Bidders shall provide upon request the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.
15. **Specification of Manufacturer/Brand** - All tires shall be the specific brand listed on the bid schedule. No other brands shall be considered, due to the City's desire to

standardize in order to minimize the amount of parts inventories and training required to service and maintain the City's fleet of vehicles.

#### 16. Warranty

- i. The Bidder warrants that all products, equipment, products, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty that includes materials and labor.
- ii. Dealer/Distributors/Re-sellers/Retailers agree to assist the City in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the dealer's or contractor's warranty will be passed on to the City.
- iii. Upon notice by the City, Contractor/Supplier will promptly repair or replace without charge any tire or tube delivered on orders placed that is found not to comply with the specifications or to be defective in construction.

17. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, or payment by the City.

18. Bidder's Warrants - The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFB including any specifications or standards. In addition, Bidder warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

#### 19. Pricing

- i. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFB.
- ii. Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- iii. Price quotes shall include any and all payment incentives available to the City.
- iv. Any delivery charge must be included in the cost per item price. Additional charges not agreed to in advance by the City will not be allowed.

- v. The per item costs, as bid, will apply to any item of identified and added during the term of the Contract.
- vi. Contract Renewal: The Contract may be extended by the City for up to four (4) consecutive one (1) year option renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one-year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised. Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.
- vii. The discounted percentage noted will remain the same with each contract renewal.

## 20. Additions/Deletions to Specifications

- i. The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the City's fleet of vehicles without notice to the vendor.
- ii. The Bidder agrees to accept any and all vehicles or items of equipment added to the City's Vehicle Fleet at the cost per vehicle during the course of this contract.
- iii. The per vehicle, item or task costs, as bid, will apply to any vehicle or item of equipment added during the term of the Contract.

## 21. Delivery/Shipment

- i. All pricing shall be FOB destination at the City of Rialto, Fleet Division, located at 245 South Willow Avenue, Rialto, CA 92376
- ii. Shipping and delivery charges shall be built into unit costs for all items quoted.
- iii. The awarded Contractor/Supplier shall insure the product(s) for all risk of loss or damage. The awarded Contractor/Supplier shall retain title and control of goods until they are delivered, and the contract coverage has been completed.
- iv. All deliveries shall be completed during the following business hours and days: 7:00 a.m. - 3:00 p.m., Monday through Friday, excluding weekends and City holidays.

- v. The City will provide no assistance or equipment for unloading or handling of products/materials and the Contractor must notify his truckers or delivery firms accordingly.
- vi. Primary delivery location is: City of Rialto, Fleet Services, 245 South Willow Avenue, Rialto, CA 92376
- vii. Contractor agrees to maintain an adequate inventory or ability to quick source all tires within twenty-four (24) hours. Out-of-stock, but not back ordered, tires shall be delivered within forty-eight (48) hours.
- viii. The City, at its discretion, may pick-up awarded bid items from the successful Contractor's local outlet and warehouse at any time on an as needed basis.
- ix. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the City, will be paid by the City unless expressly included and itemized in the bid.
- x. All prices are to be Free On Board ("F.O.B.") Destination.

22. Late Delivery/Back Orders Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Contractor to notify the City in writing of any backorders and advise them of expected or projected delivery date. In the event any order that will take more than 10 days past the initial original order request date, the City shall so advise Contractor and may proceed with the following options:

- i. Allow the awarded Contractor to substitute a tire if it meets the same minimum specification requirements of the backordered tire(s) at the same bid price or less.
- ii. Procure the tire(s) from alternative source based on the manufacturer list price discount stated in Section II.
- iii. Cancel the tire order request.
- iv. **Note: Continuous failure or inability to meet delivery requirements requested by the City on all awarded items shall be sufficient cause for termination of the contract. All delays in delivery due to tire manufacturer production run schedule and/or factory shutdowns must be provided in writing and signed by authorized manufacturer representative on the tire manufacturer's letterhead. The letter must state the tire brand, product number and series number affected by the delivery delays.**

23. Product Discontinuance/Substitution

- i. Written notification is required to the City's Fleet Division on any and all notice(s) of discontinue or substitution of product. **No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the City.**
- ii. In the event that a manufacturer discontinues a product and/or model, the City may allow the successful Contractor/Supplier to provide a substitute for the discontinued item or may cancel the contract item. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the City:
  1. Documentation that provides clear and convincing evidence that the substitution item meets or exceeds the written specifications required by the original Invitation for Bid.
  2. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. The cost of a substituted item shall be the same or less than the cost of the awarded item.
  3. Documentation from the manufacturer that the product or model has been discontinued. Documentation that names the replacement product or model.

## **TECHNICAL SPECIFICATIONS - TIRES**

1. Tires for passenger vehicles, Sport Utility Vehicles (SUVs), light trucks, medium trucks shall be installed by the City's Fleet Division staff.
2. Tires for heavy duty trucks, Fire engines and apparatuses and off-road equipment (such as tractors, backhoes, loaders, and graders) are to be installed by the vendor.
3. All tires furnished under this contract must be "new" and unused. Only manufacturer current production items should be proposed.
4. All tires listed are examples of the sizes, load range, and speed rating needed by the City. The quantities shown are an estimate only of what may be purchased during the contract period and will be ordered on an as-needed basis. **The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**
5. **Manufacturers' price lists.** The price list and/or catalog (hard or electronic copy) for each manufacturer must be provided within two (2) City of Rialto business days of request. The list provided must include the "SKU number" for each item being provided.
6. All tires shall be first line, equal to or exceeding Original Equipment Manufacturer (OEM) quality.
7. All tires furnished under this contract shall be all season tires unless otherwise stated.

8. All tires shall be in accordance with applicable state and federal regulations and requirements in every respect, including construction, materials, test, and markings.
  - i) Tire markings shall include name of manufacturer, brand name, order/part number (if any), size of the tire, and the tread wear, traction, and temperature rating, where applicable.
  - ii) Tube markings shall include manufacturer, brand name and size of the tube. Only those tires having current tread design and width will be accepted.
9. All tires will be of Nylon or other fabric construction unless otherwise specified.
10. Discontinued tread designs, undesirable tread width, thickness, or any other condition specified by the City as unacceptable will not be considered.
11. **Any deviations to the bid specifications found unacceptable by the City of Rialto may result in rejection of the Bidder's Proposal.**

12. Tire Categories and Types

- i. **Pursuit and Performance Tires** - tires for police and other pursuit vehicles and for other high speed, performance vehicles.
  1. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.
  2. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics.
  3. Contractor shall provide certification to the City upon delivery that such tires meet such certifications and all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with the Department of Transportation ("DOT") compliance symbol.
- ii. **Automobile/Passenger Vehicles:** These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size.
  1. Common applications for these types of tires would be passenger cars and mini vans. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.
- iii. **Light Duty Trucks Radial and Bias:** These tires can usually be identified by the letters "LT" at the beginning of the tire size.



1. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.
2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

iv. **Medium Commercial/Heavy Duty Trucks:** These tires do not have a letter at the beginning of the tire size.

1. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.
2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

v. **Off Road OTR Radial and OTR Bias:**

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

vi. **Farm/Agriculture/Industrial:**

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

vii. **Specialty Tires:** Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, industrial, and aviation tires.

1. Special tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

## **TECHNICAL SPECIFICATIONS – ROADSIDE SERVICE**

### 1. Emergency Services / Roadside Assistance Contractors shall:

- a. Provide emergency services and roadside assistance for large equipment (such as loaders, graders and backhoes), trucks and Fire apparatuses. Services to include, but are not limited to, flat tire repair/replacement and towing vehicle or equipment to City approved repair facility.
- b. Roadside service for tire replacement shall include all necessary parts, including but not limited to, valves, stems, cores and caps.
- c. At a minimum, Contractor shall respond to any location within twenty miles of City limits.
- d. Contractor shall **respond** to a service call anywhere within the City within one (1) hour of notification.
- e. Contractor shall provide emergency road and off road tire repairs twenty-four (24) hours, seven (7) days a week, as requested by the City.
- f. Contractor shall be able to provide emergency or roadside service either with a mobile service or at the Contractor's facility for all tire rims sizes above 19.5. Generally rim sizes below 19.5 are replaced in house by City Staff.
- g. Contractor shall make available to the City, a telephone number where Contractor can be reached twenty-four (24) hours a day, seven (7) days a week, in case of an emergency.
- h. Emergency road repairs shall be **completed** within three (3) hours of notification to Contractor of such request.
- i. Service Report - Contractor shall provide a report itemizing the goods and/or services provided within 72 hours of completion of work performed.

**TIRES AND ROADSIDE SERVICE CALLS  
REQUEST FOR BIDS NO. 21-022**

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**Supplemental Questionnaire**

**Please answer the questions listed below.** Your proposal will be considered “Non-Responsive” if these questions are not answered. If a question is not applicable, please state “N/A” for your response.

1. Business Name Address, Telephone, Fax, and Email:

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2. Owner's Name or Names:

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3. Provide a general description of the equipment/products and/or services you are offering to the City of Rialto.

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4. Number of years in business:

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5. How many years has the shop been under its current ownership?

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6. How many years has the shop been at this location?

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7. Describe the experience that your business has in providing fleet and government service. (Attach additional sheets if necessary.)

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8. Should your firm be awarded this contract, describe what (if any) portion of the bid requirements will be subcontracted out. If all of the proposed work will be performed by the Bidder, please state that in the space below:

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9. Specify your company business and delivery hours:

Sunday: \_\_\_\_\_

Monday: \_\_\_\_\_

Tuesday: \_\_\_\_\_

Wednesday: \_\_\_\_\_

Thursday: \_\_\_\_\_

Friday: \_\_\_\_\_

Saturday: \_\_\_\_\_

10. Specify the best day, times and hours to place orders for same day deliveries?

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11. Does your firm have a local Warehouse/Distribution Center within a thirty (30) minute travel time from the City of Rialto capable of providing the goods listed herein at the time of bid submission?

Yes \_\_\_\_\_ No \_\_\_\_\_.

12. If yes, please provide the name, address, and telephone number of the nearest warehouse/distribution center below:

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13. Will City of Rialto authorized personnel be allowed to pick-up tires from this warehouse/distribution center?

Yes \_\_\_\_\_ No \_\_\_\_\_.

14. Is your company a manufacturer's authorized dealer or re-seller?

Yes \_\_\_\_\_ No \_\_\_\_\_.

15. Once a call for service (within 20-miles of the City of Rialto) is received, your service technicians can respond to the site or City facility and repair or replace the tire within 1 hour.

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, what guaranteed response time can your service technician respond within and why should the different amount of time be acceptable to the City?

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**Pricing Model**

As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are:

- \_\_\_\_\_ a. The same as typically offered to an individual municipality or school district.
- \_\_\_\_\_ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
- \_\_\_\_\_ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.
- \_\_\_\_\_ d. Other. Describe pricing level being offered to the City of Rialto. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a general narrative description of your pricing model identifying how the model works (line item and/or percentage discount) for individual line items, catalogs and category pricing with regard to all equipment/products and services and being proposed.

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Discount for tires/tubes that are not specifically listed on the Bid Schedule: Bidders are to state the percentage (%) discount off the manufacturer's list price schedule for all tires offered for the categories listed below that maybe required throughout the contract duration.

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Do you offer quantity or volume discounts?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Outline guidelines and program and provide, if any, your volume rebate programs

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**Please provide the following items with your bid. If documents provided do not address the questions below, please submit responses on separately.**

1. Verification of Authorization to offer products proposed.
  - a. If the Bidder is a dealer, re-seller or retailer of the products and/or services being proposed, the bid must include documentation from the manufacturer verifying the Bidder's authorization to provide those products and services.
2. Shipping, Exchange and Returns
  - a. Provide a copy or description of your shipping, exchange and return program(s) and policy(s).
3. Warranty
  - a. Submit a copy of your product specific warranty or warranties. Failure to submit a minimum warranty may result in the non-award.
  - b. Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
  - c. Do warranties impose usage limit restrictions?
  - d. Do all warranties cover all material and labor, if the tire was originally installed by the vendor's staff?

- e. Do warranties cover the vendor's technicians travel time to perform warranty repairs, if the tire was originally installed by the vendor's staff?
- f. Please list any other limitations or circumstances that would not be covered under your warranty.

# TIRES AND ROADSIDE SERVICE CALLS REQUEST FOR BIDS NO. 21-022

## Bid Schedule - Tires

### INSTRUCTIONS:

If awarded a contract, the following Unit Prices shall be incorporated into the Bidder's contract. The Unit Prices identified on the Bid Schedule shall be transferred to the contract for the corresponding services required. The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.

PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICING	ESTIMATED TOTAL AMOUNT
01.1.75-80-13	1.75-80-13 TRAILER TIRE	4	\$	\$
01-11-15	11-15 TRAILER TIRE	20	\$	\$
01-205-75-14	205-75-14 TRAILER TIRE	12	\$	\$
01-215-60-17	215-60-17 PASSENGER TIRE	20	\$	\$
01-225-70-19.5	225-70-19.5 HEAVY DUTY TIRE	40	\$	\$
01-235-60-17	235-60-17 PASSENGER TIRE	12	\$	\$
01-245-70-19.5	245-70-19.5 HEAVY DUTY TIRE	12	\$	\$
01-4.80-12	4.80-12 TRAILER TIRE	12	\$	\$
01-7.00-15	7.00-15 TRAILER TIRE	12	\$	\$
01-7.50-16	7.50-16 TRAILER TIRE	12	\$	\$
01-225-75-16	225-75-16 LT TRUCK	20	\$	\$
01-265-75-16	265-75-16 LT TRUCK	20	\$	\$
01-235-65-16	235-65-16 LT TRUCK	20	\$	\$
01-275-65-18	275-65-18 LT TRUCK	12	\$	\$
01-225-70-15	225-70-15 LT TRUCK TIRE	12	\$	\$
01-235-70-16	235-70-16 PASSENGER TIRE	20	\$	\$
01-235-70-17	235-70-17 PASSENGER TIRE	12	\$	\$
01-205-65-15	205.-65-15 PASSENGER TIRES	8	\$	\$
01-225-60-18	225-60-18 PURSUIT TIRES	60	\$	\$
01-235-55-17	235-55-17 PURSUIT TIRES	100	\$	\$
01-245-55-18 FIRESTONE	245-55-18 PURSUIT TIRES	60	\$	\$
01-235-85-16	235-85-16 LT TRUCK	12	\$	\$
01-245-75-16	245-75-16 LT TRUCK	12	\$	\$
01-245-75-17	245-75-17 LT TRUCK	12	\$	\$
01-215-85-16	215-85-16 LT TRUCK TIRE	12	\$	\$
01-265-70-17	265-70-17 LT TRUCK	12	\$	\$
01-275-65-18	275-65-18 LT TRUCK	12	\$	\$
01-225-60-16	225-60-16 PURSUIT TIRES	20	\$	\$
01-225-60-18	225-60-18 PURSUIT TIRES	60	\$	\$
01-235-55-17	235-55-17 PURSUIT TIRES	100	\$	\$



01-245-55-18	245-55-18 PURSUIT TIRES	150	\$	\$
01-225-70-15	225-70-15 LT TRUCK TIRES	12	\$	\$
01-225-75-16	225-75-16 LT TRUCK	12	\$	\$
01-235-75-15	235-75-15 TRUCK TIRE	12	\$	\$
01-205-65-16	205-65-16 PASSENGER TIRE	8	\$	\$
N/A	11-R22.5 H BST R250ED SWP	4	\$	\$
N/A	12-R 22.5 H MIC XZE	6	\$	\$
N/A	225-70-R 19.5 G CONT HSR	18	\$	\$
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20	\$	\$
N/A	11-R22.5 H MIC XDE N/S	20	\$	\$
N/A	12-R22.5 H MIC XZE	20	\$	\$
N/A	22.5 – 12.25	20	\$	\$
N/A	11-R22.5 H MIC	20	\$	\$
<b>Estimated Grand Total Bid for Tires:</b>				<b>\$</b>

### Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

\_\_\_\_\_  
Name of Bidder or Firm

**TIRES AND ROADSIDE SERVICE CALLS  
REQUEST FOR BIDS NO. 21-022**

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**Bid Schedule – Emergency Service**

List any charges for Emergency or Roadside Service within twenty (20) miles of City of Rialto's city limits. Any charges not listed below should be described and included in the space provided.

<b>ROADSIDE SERVICE CHARGES</b>		
<b><u>Category 1</u></b>		
<b>For Sport Utility Vehicles (SUV), Passenger Vehicles or Light Trucks (1/2 ton to 3/4 ton)</b>		
A	On site labor charge	\$
B	Dismount/Mount labor charge	\$
C	Flat repairs labor charge	\$
D	Parts charges	\$
E	Valve stems	\$
F	Flat repair supplies	\$
G	Shop supplies charges	\$
H	Tire disposal fee	\$
I	State recycle fees	\$
	(List any additional charges below)	
J		\$
K		\$
L		\$
	<b>Total Per Call</b>	<b>\$</b>

**ROADSIDE SERVICE CHARGES**

**Category 2**  
**For Ambulances, Dump Bed Trucks or Medium  
Trucks (1 ton to 1 1/2 ton)**

A	On site labor charge	\$
B	Dismount/Mount labor charge	\$
C	Flat repairs labor charge	\$
D	Parts charges	\$
E	Valve stems	\$
F	Flat repair supplies	\$
G	Shop supplies charges	\$
H	Tire disposal fee	\$
I	State recycle fees	\$
	(List any additional charges below)	
J		\$
K		\$
L		\$
	<b>Total Per Call</b>	<b>\$</b>

ROADSIDE SERVICE CHARGES		
<b>Category 3</b> <b>For Fire Engines and Apparatuses</b>		
A	On site labor charge	\$
B	Dismount/Mount labor charge	\$
C	Flat repairs labor charge	\$
D	Parts charges	\$
E	Valve stems	\$
F	Flat repair supplies	\$
G	Shop supplies charges	\$
H	Tire disposal fee	\$
I	State recycle fees	\$
	(List any additional charges below)	
J		\$
K		\$
L		\$
	<b>Total Per Call</b>	\$

<b>ROADSIDE SERVICE CHARGES</b>		
<b>Category 4</b>		
<b>For Off-Road Equipment</b>		
<b>(Tractors, Backhoes, Loaders and Graders)</b>		
A	On site labor charge	\$
B	Dismount/Mount labor charge	\$
C	Flat repairs labor charge	\$
D	Parts charges	\$
E	Valve stems	\$
F	Flat repair supplies	\$
G	Shop supplies charges	\$
H	Tire disposal fee	\$
I	State recycle fees	\$
	(List any additional charges below)	
J		\$
K		\$
L		\$
	<b>Total Per Call</b>	\$

Please describe pricing for emergency roadside service outside of the twenty (20) miles from City of Rialto city limits area.

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**Contractor's Acknowledgment:**

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

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Name of Bidder or Firm

CITY OF RIALTO  
REQUEST FOR BID  
BIDDER SIGNATURE DECLARATION

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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  
STATEMENT OF REFERENCES**

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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 #21-022  
**GENERAL INFORMATION**

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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.

Questions and comments regarding this solicitation must be submitted via PlanetBids. Any questions received any other way will not be responded to.

The City Offices are closed the following Holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Monday after Thanksgiving, 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 #21-022**  
**GENERAL TERMS AND CONDITIONS – RFB**

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**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. Bidders are required to submit one (1) electronic media version copy of the Bid. Bids are to be submitted via PlanetBids 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 be submitted via the City's online bidding system. Bids may be submitted by hand, by courier, or any other method specified herein. (if applicable)
- 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 via PlanetBids; bidders are encouraged to check periodically for any 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.
- h) Signature: To be considered for award, each bid shall be signed by an authorized representative of the Bidder.

### **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. 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](mailto: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 #21-022  
**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: \_\_\_\_\_

By

\_\_\_\_\_  
(Contractor)

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

\_\_\_\_\_  
(Title)

ATTEST:

By

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

\_\_\_\_\_  
(Title)

CITY OF RIALTO  
REQUEST FOR BID #21-022  
**MINIMUM WAGE STATEMENT**

---

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 than \$\_\_\_\_\_ per hour.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date Signed

**CITY OF RIALTO**  
**REQUEST FOR PROPOSAL #21-022**  
**NON-COLLUSION AFFIDAVIT**

---

State of California                    )  
County of \_\_\_\_\_) SS.

\_\_\_\_\_being first duly sworn, deposes and says that he or she  
\_\_\_\_\_ is of \_\_\_\_\_the party making the foregoing proposal that  
such proposal is not made in the interest of or on behalf of any undisclosed person, partnership,  
company, association, organization or corporation; that the proposer has not directly or indirectly  
induced or solicited any other proposer to put in a false or sham proposal, and has not directly or  
indirectly colluded, conspired, connived, or agreed with any proposer or any one else to put in sham  
proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly  
or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of  
said proposer or of any other proposer, or to fix any overhead, profit, or cost element of the proposal  
price, or of that of any other proposer, or to secure any advantage against the public body awarding the  
contract of anyone interested in the proposed contract; that all statements contained in the proposal are  
true; and, further, that said proposer has not directly or indirectly, submitted his or her proposal price or  
any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid  
and will not pay any fee to any corporation, partnership, company, association, organization, proposal  
depository or to any member or agent thereof, to effectuate a collusive or sham proposal."

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at (Place)

\_\_\_\_\_  
Proposer Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Representatives' Title



## CITY OF RIALTO

### CONTRACT MATERIALS AGREEMENT FOR \_\_\_\_\_

THIS AGREEMENT (herein "Agreement") is made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2014, ("Effective Date") by and between the CITY OF RIALTO, a municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor").

#### RECITALS

WHEREAS, the City desires to purchase \_\_\_\_\_ for the purpose of \_\_\_\_\_; and

WHEREAS, Contractor was the successful lowest responsible bidder for the provision of \_\_\_\_\_; and

NOW THEREFORE, the parties hereby agree as follows:

#### **1. SERVICES OF CONTRACTOR**

##### **1.1 Scope of Services.**

Contractor agrees to provide \_\_\_\_\_ service as set forth in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). Such Work is in response to the RFB No. \_\_\_\_\_ issued by the City, which RFB is attached hereto as Exhibit "B" and incorporated herein by reference. Contractor represents and warrants that Contractor is a provider of first class work and materials and is experienced in delivering and/or performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow applicable professional standards required hereunder and that all materials will be of good quality, fit for the purpose intended.

##### **1.2 Compliance With Law.**

All Work rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

##### **1.3 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of Work to be performed, (b) has carefully considered how the how the Work will be delivered and/or performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. If the Work involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of work hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the delivery of materials or performance hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City's Public Works Director/City Engineer or designated representative of the City, working in the Public Works Department.

#### **1.4 Care of Work.**

Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by the City, except such losses or damages as may be caused by the City's own negligence.

### **2. PAYMENT**

#### **2.1 Price Term.**

For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Contract Sum").

#### **2.2 Payment; Invoices.**

Each month Contractor shall furnish to City an original invoice for all Work delivered and/or performed and expenses incurred during the preceding month in a form approved by City's Public Works Director/City Engineer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate Work performed by more than one person.

City may independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### **3. COORDINATION OF WORK**

#### **3.1 Representative of Contractor.**

\_\_\_\_\_ is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the obligations specified herein and make all decisions in connection therewith.

#### **3.2 Prohibition Against Subcontracting or Assignment.**

Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

### **3.3 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, delivers or performs the Work required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall deliver and/or perform all Work required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

## **4. TERM**

This Agreement shall continue in full force and effect for \_\_\_\_\_ from the Effective Date ("Term"), unless either: (i) the City provides **three- (3-)days** written notice to the Contractor of the cancellation of the Contract; (ii) the Contractor provides **ten- (10-) days** written notice to the City of the cancellation of the Contract; or (iii) the Agreement is extended by mutual agreement in writing by the parties **not to exceed a one (1) year period**.

## **5. INSURANCE, INDEMNIFICATION AND BONDS**

### **5.1 Insurance.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

#### **5.1.1 *Comprehensive General Liability Insurance.***

A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is \$25,000.00 or less, the policy of insurance shall be written in an amount not less than either (i) a combined single limit of \$500,000.00 or (ii) bodily injury limits of \$250,000.00 per person, \$500,000.00 per occurrence and \$500,000.00 products and completed operations and property damage limits of \$100,000.00 per occurrence and \$100,000.00 in the aggregate. If the Contract Sum is greater than \$25,000.00 but less than or equal to \$100,000.00, the policy of insurance shall be in an amount not less than either (i) a combined single limit of \$1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of \$500,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$500,000.00 per occurrence and \$500,000.00 in the aggregate. If the Contract Sum is greater than \$100,000.00, the policy of insurance shall be in an amount not less than \$5,000,000.00 combined single limit.

#### **5.1.2 *Worker's Compensation Insurance.***

A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the

Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

#### **5.1.3 *Automotive Insurance.***

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate or (ii) combined single limit liability of \$500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

#### **5.1.4 *Additional Insurance.***

Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the City's Public Works Director/City Engineer. No Work under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the Work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

#### **5.2 *Indemnification.***

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City.

## **6. MISCELLANEOUS**

### **6.1 Warranties.**

Contractor warrants and represents that the goods provided under this Agreement meet all local, State, and Federal requirements. In the event goods are defective in material or workmanship, the City shall have the right to reject the goods and Contractor shall have the right to correct such defects.

Contractor warrants that all goods provided under this Agreement shall be of good quality, shall be for their ordinary purpose, and shall be adequately contained and maintained for the life of the goods.

Contractor further warrants that it will perform all services and provide all goods in accordance with high professional standards in the industry, will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the services and provide the goods, and will perform the services and provide the goods in a manner that complies with all applicable laws and regulations.

### **6.2 Non-liability of the City Officers and Employees.**

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### **6.3 Conflict of Interest.**

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **6.4 Notice.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party shall be in writing and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

in the case of the City, to      The City of Rialto  
Attn: Public Works Director/City Engineer  
150 S. Palm Ave.  
Rialto, CA 92376  
(909) 820-2525

in the case of Contractor, to: Name, Vendor Name  
Address  
City, State & Zip  
Tel: (XXX) XXX-XXXX

#### **6.5 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

#### **6.6 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### **6.7 Integration; Amendment.**

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement, except for documents expressly incorporated in the exhibits of this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **6.8 Severability.**

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

#### **6.9 Waiver.**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **6.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or be made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

#### **6.11 Governing Law.**

This Agreement in all respects shall be governed by, and construed in accordance with, the laws of the State of California. Any dispute arising herein shall be resolved in a court of law in the County of San Bernardino, California.

#### **6.12 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### **6.13 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[signature on following page]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:  
CITY OF RIALTO, a municipal corporation

\_\_\_\_\_  
Deborah Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**  
  
BURKE, WILLIAMS & SORENSEN, LLP

\_\_\_\_\_  
Eric S. Vail, Interim City Attorney

**CONTRACTOR:**

**COMPANY NAME:** \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Two signatures are required if a corporation.**

**NOTE: CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR’S BUSINESS ENTITY.**

[END OF SIGNATURES]



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

#### CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

#### CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT A**

**SCOPE OF WORK**

[on following pages]

**EXHIBIT B**  
**SPECIAL PROVISIONS**

[If Applicable]

**EXHIBIT C**  
**SCHEDULE OF COMPENSATION**  
[on following pages]

DRAFT