



September 22, 2009

SUBJECT: NOTICE INVITING BIDS (“NIB”) No. 010-014JB

SECTION I

INVITATION

The City of Corona Fire Department (“City”) invites bids from qualified vendors for:

Kenwood TK-2180K2 Portable Radios and Equipment

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

Tentative NIB Schedule

(Subject to change at City’s discretion)

- | | |
|---------------------------------------|----------------------------------|
| 1. Issue NIB | September 22, 2009 |
| 2. Written Questions from Bidders due | September 29, 2009 at 11:00 a.m. |
| 3. Responses from City Due | October 1, 2009 |
| 4. Bids Due (time & date) | October 7, 2009 at 11:00 a.m. |
| 5. Bid Evaluation Completed | October 9, 2009 |
| 6. Successful Bidder Selection | October 13, 2009 |

Table of Contents

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

SECTION II.

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

Not Applicable

B. Examination of Bid Documents

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

C. Addenda

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

D. Clarifications

1. Examination of Documents

Should a Bidder require clarifications of this NIB, the Bidder shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all potential bidders who have received the NIB.

2. Submitting Requests

- a. All questions, clarifications or comments shall be put in writing and must be received by the City no later than September 29, 2009 at 11:00 a.m., and be addressed as follows:

City of Corona Finance Department
400 S. Vicentia Ave., Ste. 320
Attn: JoAnn Baeza
Corona, CA 92882

- b. The exterior envelope of all requests for clarifications, questions and comments must be clearly labeled, "Not an Offer." The City is not responsible for failure to respond to a request that has not been labeled as such.

The City will also accept questions sent by facsimile machines; however, all faxed questions must be received by the City no later than the date and time specified above. Send facsimile transmissions to (951)736-2445, attention JoAnn Baeza.

- c. Inquiries received after September 29, 2009 at 11:00 a.m. will not be accepted.

3. City Responses

Responses from the City will be communicated in writing to all recipients of this NIB, and will be postmarked no later than October 1, 2009.

E. Informed Bidders

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

F. Submission of Bids

1. Date and Time

All bids are to be submitted to City of Corona Finance Department, Attention: JoAnn Baeza. Bids **must** be received no later than 11:00 a.m. on October 7, 2009. Bids received after this time and date shall be rejected by the City as non-responsive (NO EXCEPTIONS).

2. Address

Bids shall be addressed as follows:

City of Corona Finance Department
400 S. Vicentia Ave., Ste. 320
Attn: JoAnn Baeza
Corona, CA 92882

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

3. Identification of Bids

Bidder shall submit a bid package consisting of:

- a) a **signed original and one (1) copy** of its bid, and
- b) a completed and signed Price Form.

The bid package shall be addressed as shown in Section I.E.2 above, bearing the Bidder's name and address and clearly marked as follows:

**“NIB No. 010-014JB:
Kenwood TK-2180K2 Portable
and Equipment”**

4. Acceptance of Bids

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

G. Bid Withdrawal.

Bidders' authorized representatives may withdraw bids that have been submitted only by written request. Such request must be received by JoAnn Baeza, Buyer before the Bid Submission Date & Time. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw their bid(s).

H. Pre-Contractual Expenses

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

1. preparing its bid in response to this NIB;
2. submitting that bid to City;
3. negotiating with City any matter related to this bid; or
4. any other expenses incurred by the Bidder prior to date of award, if any.

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

I. Award

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

J. Acceptance of Order

The successful bidder(s) will be required to accept a Purchase Order and/or execute a written Agreement (if a Form of Agreement is included in this NIB) in accordance with and including as a part thereof this NIB, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

Bidders shall state in their bid any exceptions to or deviations from the requirements of this NIB and the terms and conditions of the Form of Agreement if applicable, segregating “technical” exceptions from “contractual” exceptions. Where bidder wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these should be thoroughly explained. The Consultant shall be bound to accept all NIB requirements and terms and conditions of the Form of Agreement not excepted in their bid. City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. City reserves the right to reject excepted or conditional bids at its sole discretion.

K. Force Majeure

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

L. Laws Governing Contract

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

M. Primary Bidders

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

N. Special Provisions for Materials and Equipment

1. AUTHORIZED DISTRIBUTOR. Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.
2. BRAND NAMES. Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.
3. BRAND SUBSTITUTIONS. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City will be the sole judge of whether

such alternates are equivalent to the items specified. The City reserves the right to waive immaterial variations in the specifications.

4. COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.
5. F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges must be shown separately on the Bid / Price Form.
6. MANUFACTURER & MODEL NUMBER. On his Bid Form, Bidder must state the manufacturer name and model number of each item proposed.
7. NEW AND UNUSED. Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.
8. SAMPLES. For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on his bid the exact charge for samples. The City reserves the right to consume samples for testing purposes. The City may retain samples until delivery and acceptance of contracted items. Bidder shall remove samples at his expense within (30) days of request by the City.
9. TESTING. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, the City reserves the right to cancel the award and purchase the goods in the open market at the expense of the vendor.

O. Filing of Bid Protests

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

1. Be filed in writing within five (5) calendar days after the bid opening date;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;

4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

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

If the protest is valid, the City's Purchasing Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor. The protestor may then appeal the decision of the Purchasing Manager to the Assistant Finance Director within five (5) calendar days of the date of the written decision from the Purchasing Manager. The Assistant Finance Director will provide a written decision to the protestor's appeal. The decision from the Assistant Finance Director is final and no further appeals will be considered.

P. Public Records

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

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

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

To insure confidentiality, bidders are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then

included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from an NIB, the City of Corona shall not in any way be held responsible for disclosure of any “Confidential,” Proprietary,” or “Trade Secret” documents that are not contained in envelopes and prominently marked.

SECTION III.

TECHNICAL SPECIFICATIONS

The City of Corona Fire Department is seeking competitive bids for the following items:

- 30 each new and unused Kenwood TK-2180K2 Portable Radio with L-1051 Tactical Group Feature Radios to be shipped unprogrammed
- 40 each new and unused Kenwood KNB 33L Battery
- 40 each new and unused Kenwood KRA 26M Antenna
- 40 each new and unused Kenwood KMC 41M Speaker Microphone
- 40 each new and unused Kenwood N08-0542-08 Thumb Screw
- 40 each new and unused Kenwood KBP 6 AA Battery Holder
- 40 each new and unused Kenwood KBH 10 Belt Clip

**** Do NOT include chargers with the radios****

SECTION IV.

BID CONTENT AND FORMS

A. BID FORMAT AND CONTENT

1. Presentation

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

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

Bidder may also propose enhancement or procedural or technical innovations to the Technical Specifications which do not materially deviate from the objectives or required content of the project, pursuant to all requirements contained in Section III.A.2 below.

2. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this NIB on the Bid/Price form where indicated. Bidders are cautioned that exceptions to or deviations from NIB requirements may cause their bid to be rejected as non-responsive.

3. Appendices

Information considered by Bidder to be pertinent to this NIB and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned,

however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. LICENSING AND CERTIFICATION REQUIREMENTS

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

C. BID / PRICE FORMS

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

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

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

BID / PRICE FORM

REQUEST FOR QUOTES:

NIB No. 010-014JB

DESCRIPTION OF NIB :

Kenwood Portable Radios and Equipment

BIDDER'S NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

Please provide detailed Firm Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the Technical Specification requirements.

	Description	Qty.	Unit of Measure	Unit Price	Extended Amount
1.	Kenwood TK-2180K2 per specifications	30	EA		
2.	KNB 33L Battery	40	EA		
3.	KRA 26M Antenna	40	EA		
4.	KMC 41M Speaker Microphone	40	EA		
5.	N08-0542-08 Thumb Screw	40	EA		
6.	KBP 6 AA Battery Holder	40	EA		
7.	KBH 10 Belt Clip	40	EA		
		Tax (8.75%)			
		Freight			
		Total Bid Amount			

Total Amount Bid Written in Words:

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words.** Where there is a discrepancy between words and figures, WORDS

WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

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

Maximum Completion or Delivery Time: _____ Days from receipt of order or notice to proceed.

Bidder shall complete the following required information:

1. **All or None Offer.** Is this bid offered on an all or none basis?
_____(Yes/No)

2. **Delivery.** Delivery time after receipt of order:_____ days. Delivery will be made via (check applicable means of delivery): Bidder's Truck ____
Commercial Truck____ Train ____ Sea ____ Air ____

3. **Warranty Offered by Bidder.** (Bidder – you must provide the following information:)

The Manufacturer's Warranty for Item Offered is:

a. **Scope:**

b. **Term:**

4. **Extended Warranty.** Indicate terms and price of any extended warranties available for purchase, commencing upon expiration of original warranty.

a. **Scope:**

b. **Term:**

c. **Price per Term per Unit:**

(Bidder – A copy of the manufacturer's extended warranty may be attached)

5. **Warranty Response Time.** Indicate maximum response time after notification of warranty issue: _____hrs.

6. **Service Facility.** Location of service facility.

a. Indicate the distance in miles from the City where the service facility is located: _____.

b. Give the exact address of the service facility:

Bidder's Acknowledgement Of His Understanding Of The Terms and Conditions.

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

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

Please indicate any exceptions to or deviations from the NIB Requirements here.

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

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

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

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

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

From time to time, the City may issue one or more addenda to this NIB . Below, please indicate all Addenda to this NIB received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

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

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____ FAX: _____

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

BIDDER: _____

NON-COLLUSION AFFIDAVIT

This affidavit shall be fully executed by Bidder, notarized, and submitted with Bid

The undersigned, being first duly sworn, deposes and says that he or she holds the position listed below, the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or a sham; that the proposal has not directly or indirectly induced or solicited any other interested party to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, plotted, or agreed with any interested party or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the party submitting the proposal has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or the price from any other interested party, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other interested party, 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 bid are true; and, further, that the party submitting the proposal 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature

Typed or Printed Name

Title

Party Submitting Proposal

State of California } CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
County of Riverside } ss.

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

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

WITNESS my hand and official seal.

[Seal]

Signature _____