



September 24, 2024

**SUBJECT: NOTICE INVITING BIDS (NIB) NO. 25-018MB**

The City of Corona invites qualified bids for:

**FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES**

Parties interested in obtaining a copy of this NIB No. **25-018MB** may do so by registering with PlanetBids as a City of Corona vendor by visiting the PlanetBids Vendor Portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497>. Registered vendors can download a copy of this NIB No. **25-018MB** and supporting documents at no cost and receive addenda and other notifications when issued.

**Closing: Bids shall be submitted electronically before 10:00am, October 28, 2024** through the PlanetBids Vendor Portal. It is Bidder's responsibility to allow sufficient time to complete and upload its bid, including all documentation required by this NIB, prior to the stated deadline. Electronic submission cannot be completed unless Bidder properly uploads all required documents.

The City will only consider electronic bids that have been transmitted successfully and issued a time stamped confirmation number from PlanetBids indicating the bid was successfully transmitted. **Transmission of bids by any other means will not be accepted.** Bidders are solely responsible for informing themselves with respect to proper usage of the PlanetBids online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the reliability of their internet service. Failure of Bidder to successfully transmit an electronic bid shall be at Bidder's sole risk and no relief will not be given for late or improperly submitted bids.

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

The work is subject to the payment of not less than prevailing wages pursuant to Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"). The Director of the Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Agreement which will be awarded to the successful

bidder, copies of which are on file and will be made available to any interested party upon request from the City or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site.

The successful bidder and all subcontractor(s) under him, shall comply with all applicable Prevailing Wage Laws, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor, the payment of overtime, and the debarment of contractors and subcontractors. The successful bidder and all subcontractor(s) under him shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws.

**Award of Contract:** The City shall award the Contract to the lowest responsive, responsible bidder as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

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 bid. 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.

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

Signed,



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September 24, 2024

**SUBJECT: NOTICE INVITING BIDS (NIB) No. 25-018MB**

**SECTION I**

**INVITATION**

The City of Corona (City) invites bids from qualified contractors for:

**FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES**

Please read this entire NIB package and include all requested information and forms in your bid proposal. Bids must be signed by an authorized agent of the company submitting a bid in order to be considered responsive.

**CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED.  
REFERENCE INSURANCE REQUIREMENTS ACKNOWLEDGMENT FORM  
IN SECTION V AND FORM OF AGREEMENT SAMPLE IN SECTION VI,  
SUBSECTION 3.2.10 INSURANCE, ET SEQ.**

**Tentative NIB Schedule**

(Subject to change at City’s discretion)

- 1. Issue NIB ..... September 24, 2024
- 2. Written Questions from Contractor Due..... 10:00 am, October 2, 2024
- 3. City Response to Questions Received .....October 9, 2024
- 4. Bids Due .....10:00 am, October 28, 2024
- 5. Bid Evaluation Completed.....October 31, 2024
- 6. Tentative Vendor Selection.....November 4, 2024
- 7. Tentative City Council Approval.....TBD
- 8. Issue City PO & Notice to Proceed.....TBD

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## SECTION II.

### INSTRUCTIONS TO BIDDERS

**A. Pre-Bid Meeting**

NOT APPLICABLE

**B. Examination of Bid Documents**

Bidder shall read this entire NIB package and submit all requested information and forms with their bid. By submitting a bid, Bidders represent they have thoroughly examined and become familiar with the work required under this NIB, have reviewed the project location, specifications and understand the project objectives and are capable of performing quality work to achieve the City's objectives.

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' sole risk and Bidder cannot secure relief on the plea of error.

**C. Addenda**

Substantive City changes to the requirements will be made by written addendum. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Agreement. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the Bid Due Date and Time. Bidders shall access any and all Addenda from the electronic bidding system's Addenda & Email tab for this NIB.

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

**D. Clarifications**

**1. Examination of Documents**

Should a bidder require clarifications to this NIB, bidder shall notify the City in writing in accordance with Section D. 2 below. Should it be found that the point in question is not clearly and fully set forth in the NIB, the City shall issue a written addendum clarifying the matter.

## 2. Submitting Requests

Bidders shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497> utilizing the Questions & Answers tab.

Bidder questions must be submitted no later than **10:00 am, October 2, 2024**.

Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

## 3. City Responses

- a. Responses from the City will be communicated in writing by way of addendum in accordance with Section C above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of any oral instruction.
- b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the bid due date and time, the bid due date will be extended.

## E. Bid Submission

### 1. Date and Time

All bids shall be submitted no later than **10:00 am October 28, 2024**.

### 2. Electronic Submission

Bids shall be submitted electronically using the City's PlanetBids Vendor Portal. The City's electronic bidding system will not allow bids to be submitted after the due date and time. It is the Bidder's responsibility to allow sufficient time to complete and submit their bid, including all documentation required by this NIB, prior to the stated deadline. **Electronic submission cannot be completed unless Bidder properly uploads all required documents. Only electronic bids will be accepted; hard copy bids will be rejected as nonresponsive and returned unopened without exception.**

### 3. Bid Submittal Check List

Bidder must upload the following documents and forms to the electronic bidding system:

- a. Bid Schedule
- b. Non-Collusion Declaration
- c. Acknowledgment of Terms and Conditions of the City's Maintenance/General Services Agreement
- d. Acknowledgment of Insurance Requirements Check Sheet

- e. Insurance Requirements Check List
- f. Information Required of Bidders Form
- g. Statement of Past Contract Disqualifications
- h. Industrial Safety Record
- i. Acknowledgment of Vendor Performance Evaluation Form
- j. Experience Statement
- k. Substitution Request Form
- l. Bid Form

4. **Acceptance of Bids**

The City may, in its sole discretion:

- a. Accept or reject any or all bids and to waive any informality or irregularity in any bid or the bidding process.
- b. 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; or
- c. Elect to postpone the bid opening for its own convenience.

**F. Modification of Bids**

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

**G. Bid Withdrawal**

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

**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 a bid to City.
3. Negotiating with City on any matter related to the bid; or
4. Any other expenses incurred by 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. Contract Award**

Issuance of this NIB and receipt of bids does not commit the City to award a contract. After all bids are opened and reviewed to **determine the lowest responsive and responsible Bidder**, the City Council may award the Contract. The City reserves the right to request additional information from bidders as appropriate.

**J. Acceptance of Order**

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

Bidders shall state in their bid any exceptions to or deviations from the requirements of this NIB. Where Bidder wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. Bidders shall be bound to accept all NIB requirements and terms and conditions of the Purchase Order. 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. City of Corona Business License ONLY FOR VENDORS PERFORMING SERVICES ON SITE**

The successful contractor and any subcontractors are required to obtain a City of Corona Business License prior to contract award and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquiries regarding the City Business License may be answered by calling 951-736-2275 or by visiting the City's website:

<https://www.coronaca.gov/government/departments-divisions/finance/business-license-info>.

**L. 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.



**M. Insurance Requirements ONLY FOR VENDORS PERFORMING SERVICES ON SITE**

Within ten (10) consecutive calendar days after the notice of award, the successful bidder to whom a contract is awarded shall furnish the City, through its third-party insurance partner, EXIGIS, with certificates of insurance and endorsements evidencing coverage as specified in Section VI, Form of Agreement, Section 3.2.10 Insurance, et seq. and naming the City of Corona, its directors, officials, employees, volunteers and agents as additional insureds by written endorsement. Failure to do so may, in the sole discretion of the City, result in the forfeiture of the Contract Award.

Bidders are encouraged to have their insurance provider(s) review the insurance requirements, pursuant to Section VI, Form of Agreement, subsection 3.2.10 Insurance, et seq prior to bid submission to ensure the minimum coverage limits, endorsements and other requirements can be met.

Bidders shall review, complete and sign the Acknowledgment of Insurance Requirements Check Sheet included in Section IV. and return with their bid. Any exceptions or deviations to the City's insurance requirements must be submitted to the City during the Questions and Answers period.

**N. 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.

**O. Primary Bidder**

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 bid. 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.

**P. Prevailing Wage**

Refer to Section VI, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

**Q. 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. Unless specifically stated in the NIB, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.” Bidder may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the NIB. However, the City may have adopted certain uniform standards for certain materials, processes and articles.
  - a) Bidder shall submit requests through the Substitution Request Form, together with substantiating data, for substitution of any “or equal” material, process or article **no later than the Questions and Answers Deadline**. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Bidder shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Bidder. The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.
  - b) Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Bidder stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City with the bid submission will result in the rejection of the proposed substitution.
  - c) Bidder shall bear all of the City’s costs associated with the review of substitution requests.
  - d) Bidder shall be responsible for all costs related to a substituted “or equal” material, process or article.

**R. Safety Requirements/Violations**

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, bidders must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations. Bidders must identify the number of OSHA violations on the INDUSTRIAL SAFETY RECORD form. Any serious or willful violation may render a bid as non-responsive. We strongly encourage full disclosure since failure to identify all violations on



the INDUSTRIAL SAFETY RECORD form may result in rejection of the bid as non-responsive or the bidder as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the bidder, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the bid as non-responsive.

**S. Vendor Performance**

It is the intent of the City to create a long-term working partnership with the supplier. The City's representative will complete a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form is included in Section IV and will be the basis for periodic assessments by the City to establish contract performance metrics.

**T. Public Records**

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

Those elements in each bid which Bidder considers to be trade secrets, as that term is defined in Civil Code Section 3426. 1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by Bidder. The City will use its best efforts to inform Bidder of any request for disclosure of any such document. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

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

To insure confidentiality, Bidders are instructed to upload separate files for all "Confidential," "Proprietary," or "Trade Secret" data when submitting their bid documents. The file names shall include the words "Confidential", "Proprietary" or "Trade Secret". Because bid documents are available for review by any person after award of a contract resulting from a NIB, the City shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not uploaded as separate files and include "Confidential", "Proprietary" or "Trade Secret" as part of the file name.

**U. 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.
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 within fourteen (14) calendar days. The protestor may then appeal the decision of the Purchasing Manager to the Finance Director within five (5) calendar days of the date of the written decision from the Purchasing Manager. The Finance Director will provide a written decision to the protestor’s appeal. The decision from the Finance Director is final and no further appeals will be considered.

**V. Special Provisions for Services**

1. Accessibility. Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Contractor shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
3. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. Contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to Contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.



4. Clean-up. During performance and upon completion of work on this project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.
5. Compliance With OSHA. Contractor 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 Contractor will indemnify and hold the City harmless for any failure to so conform.
6. Contract Incorporation. This contract embodies the entire contract between the City and the successful Bidder. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the NIB, all addenda, Bidder's bid, supplemental agreements, change orders, labor and materials bond, payment and performance bond, and any and all written agreements which alter, amend or extend the contract.
7. Damage. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through Contractor's or his employees' negligence while working on City's premises. Contractor shall be responsible for restoring or replacing any equipment, facilities, etc., so damaged. Contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
8. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.
9. Rejection of Work. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.
10. Subcontractors.
  - a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the

Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

- b. City reserves the right to approve all subcontractors. City's approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

## SECTION III.

### SCOPE OF SERVICES

#### Scope of Work (SOW)

Project Title: Purchase and Installation of Kenwood Viking VHF Single Head, Single Deck Remote Mount Mobile Radios **or Equal** and Kenwood Viking VHF/700/800 Single Head, Dual Deck Remote Mount Mobile Radios **or Equal** in existing fire apparatus (fire engines, truck company, etc.)

#### 1. Background:

The City of Corona lies west of Riverside (population 280,000+) and just east of the City of Anaheim (population 320,000+) in Riverside County. The City of Corona has a population of 165,000+ residents within its borders.

The Corona Fire Department received FEMA Assistance to Firefighters (AFG) grant monies in 2021 to enhance communication capabilities within the department. As part of this initiative, the department intends to procure and install fifteen (15) Kenwood Viking VHF Single Head, Single Deck Remote Mount Mobile Radios **or Equal**, and all necessary accessories and fifteen (15) Kenwood Viking VHF/700/800 Single Head, Dual Deck Remote Mount Radios **or Equal** and all the necessary accessories.

#### 2. Objectives:

The primary objectives of this project are:

- Enhance communication capabilities within the Corona Fire Department by replacing existing legacy non-P25 compliant and non-supported mobile radios.
- To ensure seamless coordination and response during emergencies.
- To leverage FEMA AFG grant funds to procure and install state-of-the-art P25-compliant communication equipment.

#### 3. Scope of Work:

The scope of work includes, but is not limited to, the following tasks:

1. Procurement of Fifteen (15) Kenwood Viking VHF Single Head, Single Deck Remote Mount Mobile Radios **or Equal**, including:
  - VM7730BF-P VHF RF Deck
  - APCO P25 Conventional
  - 4000 Channel or greater capacity
  - GPS
  - Field programmable
  - MDC1200 signaling
  - KCH-20 control head
  - KCT-71M2 control cable
  - KMC-66M keypad microphone
  - KCT-23M3 DC Cable



- KMB-33M mounting bracket
- KRK-17BF remote kit
- KRA-40GM GPS antenna
- 597539077901 USB micro B extension cable
- KCT-46 ignition sense cable
- KES-5A speaker
- KCT-72M connection cable speaker to control head
- 3-year warranty
- Motorola HAD4009A Quarter Wave Whip Antenna with appropriate PL-259 Connector hardware.

2. Procurement of Fifteen (15) Kenwood Viking VHF Single Head, Dual Deck Remote Mount Mobile Radios **or Equal** with 700/800 MHz capability, including all related accessories as specified above for VHF and below.  
Additional requirements for the 700/800 MHz radio:

- APCO P25 Conventional, Phase 1 trunking and Phase 2 TDMA capable
  - Multi-key AES256 encryption
  - P25 OTAR/OTAP
  - 4000 or greater channel capacity
  - GPS enabled
  - MDC1200 signaling
  - Compatible speaker with appropriate connection hardware
  - Motorola HAF4016A 762-870 MHz Quarter Wave Antenna with appropriate PL-259 connector hardware
- Installation of the radios and related equipment in designated vehicles or locations within the Corona Fire Department's facilities or at the selected approved vendor's facilities if mutually agreed upon by both parties. **Work completed at vendor's facilities will only require proof of insurance.**
  - Testing and commissioning of the radios to ensure proper functionality and integration with existing communication systems.
  - Providing training to relevant personnel on the operation and maintenance of the radios.

#### 4. Deliverables:

The following deliverables are expected upon completion of the project:

- Fifteen (15) installed Kenwood Viking VHF Single Head, Single Deck Remote Mount Mobile Radios **or Equal** with all related accessories.
- Fifteen (15) installed Kenwood Viking VHF Single Head, Single Deck Remote Mount Mobile Radios **or Equal** with 700/800 MHz capability and all related accessories.
- Documentation of installation procedures and configurations.
- Training materials and session records for relevant personnel.

#### 5. Timeline:

**The project MUST be completed by March 30th, 2025.** The timeline should include procurement, installation, testing, and training phases.



**6. Compliance:**

All procurement activities shall comply with FEMA AFG grant guidelines and regulations. The selected vendor(s) must provide products that meet the specified requirements and adhere to relevant industry standards.

**7. Budget:**

The budget allocated for this project shall be managed following FEMA AFG grant guidelines. The appropriate authorities within FEMA and the Corona Fire Department must approve any deviations from the budget.

**8. Responsibilities:**

- The Corona Fire Department shall oversee the project implementation and provide necessary support to the selected vendor(s).
- The selected vendor(s) shall procure, install, and commission the radios and related equipment as per the specified requirements.
- Both parties shall collaborate closely to ensure the project's timely completion and satisfactory outcomes.

**9. Evaluation and Acceptance:**

Upon project completion, the Corona Fire Department shall evaluate to ensure all deliverables meet the specified requirements. Acceptance of the project shall be subject to the satisfactory completion of all tasks and approval by the authorized representatives.

This Scope of Work is subject to review and modification as necessary by the Corona Fire Department.

## SECTION IV

### **BID CONTENT AND FORMS**

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

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

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

- a. Bidder shall complete the Bid / Price Form in its entirety including a binding signature and upload into the PlanetBids electronic bidding system. Bidders shall also enter their unit pricing on the Line Items tab in the PlanetBids electronic bidding system.
- b. 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 required services 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.
- c. All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges, if applicable, must be included in bidder's bid amount.

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

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

#### **D. NON-COLLUSION DECLARATION/AGREEMENT ACKNOWLEDGMENT**

Contractor shall complete and sign the Non-Collusion Declaration and Acknowledgment of the City of Corona Agreement on the following pages and submit with its proposal.

**BID SCHEDULE**

**Bidder shall complete the Electronic Bid Schedule found in the Line Items tab within the PlanetBids electronic bidding system.** Provide firm fixed bid prices. Unit costs shall include all materials, supplies, equipment, labor, tools, transportation/delivery, sales tax, and any other incidental or ancillary costs to produce and sell the products specified herein. A copy of the Bid Schedule below is provided for reference purposes only and need not be completed and returned.

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	<p>Kenwood Viking or Equal VHF Single Head, Single Deck Remote Mount Mobile Radios, including:</p> <ul style="list-style-type: none"> <li>- VM7730BF-P VHF RF Deck</li> <li>- including the following optional features:</li> <li>- P25 conventional</li> <li>- 4096 channels</li> <li>- GPS</li> <li>- Keypad programming</li> <li>- Instant recording replay</li> <li>- MDC1200/GESstar signaling</li> </ul> <p>KCH-20 control head</p> <ul style="list-style-type: none"> <li>- KCT-71M2 control cable</li> <li>-KMC-65Mstandard microphone</li> <li>- KCT-23M3 DC Cable</li> <li>- KMB-33M mounting bracket</li> <li>- KRK-17BF remote kit</li> <li>- KRA-40GM GPS antenna</li> <li>- 597539077901 USB micro-B extension cable</li> <li>- KCT-46 ignition sense cable</li> <li>- KES-5A speaker</li> <li>- KCT-72M connection cable speaker to control head</li> <li>- 3-year warranty</li> <li>- VHF – NMO mount, RFU505-ST UHF connector or equivalent with PCTEL MWB1320.</li> </ul>	Each	15		
2.	<p>Kenwood Viking VHF Single Head, Dual Deck Remote Mount Mobile Radios with 700/800 MHz capability or Equal, including all related accessories as specified above and below. Additional feature requirements for the 700/800 MHz radio:</p> <ul style="list-style-type: none"> <li>APCO P25 Conventional, Phase 1 trunking and Phase 2 TDMA capable</li> <li>Multi-key AES256 encryption</li> <li>- P25 OTAR/OTAP</li> <li>- 4000 or greater channel capacity</li> <li>- GPS enabled</li> </ul>	Each	15		

	<ul style="list-style-type: none"> <li>- MDC1200 signaling</li> <li>- Keypad programming</li> <li>- Compatible speaker with appropriate connection hardware</li> <li>- 700/800 – NMO Mounted Pulse Larsen NMOQW700 (740-806 MHz) ¼ wave NMO mounted whip antenna.</li> </ul>				
3.	Installation/ Upfit for Kenwood Viking <b>or Equal</b> VHF Single Head, Single Deck Remote Mount Mobile Radios, including all related accessories as specified on line 1.	Each	15		
4.	Installation/Upfit of Kenwood Viking VHF Single Head, Dual Deck Remote Mount Mobile Radios with 700/800 MHz capability <b>or Equal</b> , including all related accessories as specified on line 2.	Each	15		
5..	Sales Tax (8.75%)	LS	1		
6..	Delivery/Shipping & Handling, FOB Corona	LS	1		



PARTY SUBMITTING BID: \_\_\_\_\_

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

The undersigned declares:

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

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_  
[date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Party Submitting Bid

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF  
CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement and will sign the Agreement, as presented, without exception, for the City's NIB No. 25-018MB.

---

(Bidder Name)

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(Print name and title of person signing for firm)

---

(Signature/Date)

**ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET**

**(To be Completed and Submitted with Bid)**

All applicable insurance requirements to this NIB are identified with a 'YES' under the "Applicable to Vendor" column on the NIB Insurance Requirements Check List.

Contractor acknowledges that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review

---

(Firm Name)

---

(Print name and title of person signing for firm)

---

(Signature/Date)



**CITY OF CORONA**  
**NIB NO. 25-018MB INSURANCE REQUIREMENTS CHECK LIST**  
**(To be Completed and Submitted with Bid)**

All applicable insurance requirements are identified with a ‘YES’ under the “Applicable to Vendor” column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?			YES
Can your company provide Automobile Liability - \$1M?			YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence/\$2M aggregate?			Not Applicable
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A. M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?			YES
Can your company provide coverage with an insurer with a current A. M. Best's rating no less than (A-):X and authorized to issue the required policies in California?			YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?			YES
Does your insurance have any deductibles and/or self-insurance retentions?			YES

**Insurance Endorsements**  
**General Liability**

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)			YES
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith?			YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?			YES
Can your company provide Completed Operations as evidenced with the following endorsements?			YES
Endorsement form CG 20 10 11 85 OR			YES
CG 20 37 and one of the following			YES
CG 20 10			YES
CG 20 26			

CG 20 33			
CG 20 38			
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractors' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?			YES

**Automobile Liability**

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?			YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) <b>and</b> 9 (non-owned)?			YES

**Workers' Compensation**

	YES	NO	Applicable to Vendor
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor?			YES
Will your company provide a Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor?			YES

Use the space below to explain any "NO" responses.

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**INFORMATION REQUIRED OF BIDDERS  
To Be Completed and Returned With Bid**

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

1. Name of Bidder: \_\_\_\_\_

2. Type, if Entity: \_\_\_\_\_

3. Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address

Telephone Number

4. How many years has Bidder’s organization been in business as a contractor?  
\_\_\_\_\_

5. How many years has Bidder’s organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder’s organization operated?  
\_\_\_\_\_

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

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President’s Name: \_\_\_\_\_

6.4 Vice President’s Name(s): \_\_\_\_\_

6.5 Secretary’s Name: \_\_\_\_\_

6.6 Treasurer’s Name: \_\_\_\_\_



7. If an individual or a partnership, answer the following:
- 7.1 Date of Organization: \_\_\_\_\_
- 7.2 Name and address of all partners (state whether general or limited partnership):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
8. If other than a corporation or partnership, describe organization and name principals:
- \_\_\_\_\_
- \_\_\_\_\_
9. List other states in which Bidder's organization is legally qualified to do business.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
10. What type of work does the Bidder normally perform with its own forces?
- \_\_\_\_\_
- \_\_\_\_\_
11. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- \_\_\_\_\_
- \_\_\_\_\_

12. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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

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14. List Trade References:

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15. List Bank References (Bank and Branch Address):

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16. Name of Bonding Company and Name and Address of Agent:

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# INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Bid)

Number of Serious OSHA Violations within the last two (2) years or any Willful violations within the last five (5) years (must state zero if none):

\_\_\_ Serious    \_\_\_ Willful    \_\_\_ Repeat    \_\_\_ Other    \_\_\_ Unclass    \_\_\_\_\_ Total

\_\_\_\_\_  
Firm Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date

## Vendor Performance Evaluation Form

<b>Department:</b>		<b>Division:</b>		
<b>Prepared By:</b>		<b>Title:</b>		
<b>Vendor Name:</b>			<b>P. O. #:</b>	
<b>Contract Amount: \$</b>		<b>Change Order Amount: \$</b>		
<b>Project Name:</b>				
<b>Description of Project:</b>				
<b>Date Prepared:</b>				
<b>Performance Evaluation Period: (select one)</b>				
<b>Weekly</b> <input type="radio"/>	<b>Monthly</b> <input type="radio"/>	<b>Quarterly</b> <input type="radio"/>	<b>Annually</b> <input type="radio"/>	<b>Other</b> <input type="radio"/>
<b>Vendor Category: (select one)</b>				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input type="radio"/>		Professional Service - unique, technical, and/or infrequent functions performed by an independent consultant/vendor qualified by education, experience, and/or technical ability to provide services. <input type="radio"/>		
Products - a supplier of a tangible object that is manufactured or refined for sale. <input type="radio"/>		Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. <input type="radio"/>		
<b>Evaluation Score Range and Criteria Factors</b>				
<b>EXCELLENT</b>	<b>ABOVE AVERAGE</b>	<b>AVERAGE</b>	<b>BELOW AVERAGE</b>	<b>UNSATISFACTORY</b>
5 (4. 50-5. 00)	4 (3. 20-4. 49)	3 (2. 60-3. 19)	2 (1. 81-2. 59)	1 (1. 00-1. 80)
<ol style="list-style-type: none"> <li>1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i></li> <li>2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i></li> <li>3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i></li> <li>4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i></li> <li>5. <i>Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.</i></li> <li>6. <i>Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.</i></li> </ol>				





**ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM**

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

---

(Firm name)

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(Print name and title of person signing for firm)

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(Signature/date)

**EXPERIENCE STATEMENT**  
**To Be Completed and Submitted with Bid**

**List at least four municipal or other public utility/entity references for work of a similar nature performed by Bidder within the last five years.**

**Customer #1 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Email: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Customer #2 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Email: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Customer #3 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Email: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Customer #4 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Email: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Bidder's Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

## SUBSTITUTION REQUEST FORM

**TO:** City of Corona  
Owner  
400 S. Vicentia Avenue  
Address  
Corona, CA 92882  
City/State/ZIP

**PROJECT NAME:** \_\_\_\_\_

**FROM BIDDER:** \_\_\_\_\_

We hereby submit for consideration the following product substitution of specified item for above project:

<u>PLAN OR SECTION NO.</u>	<u>SHEET NUMBER OR PARAGRAPH</u>	<u>SPECIFIED ITEM</u>
----------------------------	----------------------------------	-----------------------

\_\_\_\_\_

**PROPOSED SUBSTITUTION:** \_\_\_\_\_

Attach complete dimensional information and technical data needed to substantiate product substitution, including ICBO reports and laboratory tests, if applicable.

Include complete information on changes to Plans and/or Specifications which proposed substitution will require for its proper installation.

Where product substitutions are proposed at multiple locations, submit copies of plans showing in red each location where the product substitution is proposed.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. Differences in quality of materials and construction shall be indicated.

Submit Manufacturer's Statement of Responsibility.



## SUBSTITUTION REQUEST FORM

Fill in blanks below:

**A.** Does the substitution affect dimensions shown on plans/specifications?

Yes \_\_\_ No \_\_\_ If yes, attach copy of plans and clearly indicate changes.

Will the undersigned pay for the changes to the design, including engineering, detailing and review costs caused by the requested substitution? Yes \_\_\_ No \_\_\_

What effect does the substitution have on other trades, if applicable?

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

What effect does substitution have on applicable code requirements?

1. \_\_\_\_\_

2. \_\_\_\_\_

What is the ICBO Approval Number? \_\_\_\_\_

Differences between proposed substitution and specified item:

1. \_\_\_\_\_

2. \_\_\_\_\_

List three installations where product is in use:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Address of Authorized Manufacturer's Representative:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/ZIP

Manufacturer's guarantees of the proposed and specified items are:

Same \_\_\_ Different \_\_\_ (Explain) \_\_\_\_\_

**SUBSTITUTION REQUEST FORM  
BIDDER'S CERTIFICATION OF PERFORMANCE AND ASSUMPTION OF  
LIABILITY FOR EQUAL PERFORMANCE**

I certify that the proposed substitution is equal to or better in all respects to the product specified and that the proposed substitution will, in all respects perform the function for which it is intended.

For use by Design Engineer:

- Accepted
- Accepted as Noted
- Not Accepted
- Received Too Late

Submitted By:

\_\_\_\_\_  
Signature                      Title

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Firm

Remarks \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone                      Date

Concurrence By:

\_\_\_\_\_  
Owner

Signature must be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

**SECTION V.**  
**BID ACKNOWLEDGMENT FORM**

NOTICE INVITING BIDS:           **NIB NO. 25-018MB**

DESCRIPTION:                   **FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE  
UPFIT SERVICES**

CONTRACTOR'S NAME/ADDRESS:

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NAME/EMAIL ADDRESS, TELEPHONE NO.  
OF AUTHORIZED REPRESENTATIVE:

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***Bidder shall complete the following:***

Manufacturer's Warranty: \_\_\_\_\_

Product Lead Time: \_\_\_\_\_

Specify the number of days from date of City Purchase Order for delivery to City:

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Please indicate any exceptions to or deviations of the Technical Specifications which cannot be met by your firm.

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NIB No. 25-018MB  
FIRE DEPARTMENT MOBILE AND RADIOS AND VEHICLE UPFIT SERVICES

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

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Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No. (circle one)

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.

Unless otherwise stated, payment terms are: Net thirty (30) days.

The basis of Award of this Contract shall be on the lowest total for the Bid Schedule. In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

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**

In signing this Bid Acknowledgment Form, Bidder acknowledges that he has read, understands and agrees to the conditions contained herein and, on all attachments, and addenda issued. Bidder further 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.

NIB No. 25-018MB  
FIRE DEPARTMENT MOBILE AND RADIOS AND VEHICLE UPFIT SERVICES



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: \_\_\_\_\_

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

**SECTION VI.**

**FORM OF AGREEMENT**

**\*\*\*MODEL - REMOVE THIS TITLE WHEN USED\*\*\***

**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH [\*\*\*INSERT NAME\*\*\*]  
([\*\*\*INSERT TYPE OF SERVICES\*\*\*] – [\*\*\*INSERT PROJECT NAME\*\*\*])**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this [\*\*\*INSERT DATE\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] by (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [\*\*\*INSERT NAME\*\*\*] a [\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing [\*\*\*INSERT TYPE OF SERVICES\*\*\*] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the [\*\*\*INSERT NAME OF PROJECT\*\*\*] project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [\*\*\*INSERT TYPE OF SERVICES\*\*\*] maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.1.2 Term.** The term of this Agreement shall be from [\*\*\*INSERT START DATE\*\*\*] to [\*\*\*INSERT ENDING DATE\*\*\*] (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The

NIB No. 25-018MB

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Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such

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licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

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3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

#### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned);

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and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

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3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

### 3.2.12 Bonds.

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3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*** (\$**\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\***) ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent

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billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind

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prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### 3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: \*\*\*INSERT NAME & DEPARTMENT\*\*\*

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

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3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

NIB No. 25-018MB  
FIRE DEPARTMENT MOBILE AND RADIOS AND VEHICLE UPFIT SERVICES

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.18 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

NIB No. 25-018MB  
FIRE DEPARTMENT MOBILE AND RADIOS AND VEHICLE UPFIT SERVICES

CA\DD\02000.50102\10151745.3  
REV. 3.3.6 - PTEAM 06292023

(CITY ATTY: 07-17)



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT TYPE OF SERVICES\*\*\*] – [\*\*\*INSERT PROJECT NAME\*\*\*])**

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

**CITY OF CORONA**

By:

[\*\*\*INSERT NAME\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

Attest:

[\*\*\*INSERT NAME\*\*\*]  
City Clerk

NIB No. 25-018MB  
FIRE DEPARTMENT MOBILE AND RADIOS AND VEHICLE UPFIT SERVICES

CA\DD\02000.50102\10151745.3  
REV. 3.3.6 - PTEAM 06292023

(CITY ATTY: 07-17)

**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT TYPE OF SERVICES\*\*\*] – [\*\*\*INSERT PROJECT NAME\*\*\*])**

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

**[\*\*\*INSERT NAME OF CONTRACTOR\*\*\*]**  
a **[\*\*\*INSERT TYPE OF LEGAL ENTITY\*\*\*]**

By: \_\_\_\_\_  
**[\*\*\*INSERT NAME\*\*\*]**  
**[\*\*\*INSERT TITLE\*\*\*]**

By: \_\_\_\_\_  
**[\*\*\*INSERT NAME\*\*\*]**  
**[\*\*\*INSERT TITLE\*\*\*]**

NIB No. 25-018MB  
FIRE DEPARTMENT MOBILE AND RADIOS AND VEHICLE UPFIT SERVICES

CA\DD\02000.50102\10151745.3  
REV. 3.3.6 - PTEAM 06292023

(CITY ATTY: 07-17)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**\*\*\*INSERT SCOPE\*\*\***

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FIRE DEPARTMENT MOBILE AND RADIOS AND VEHICLE UPFIT SERVICES

CA\DD\02000.50102\10151745.3  
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(CITY ATTY: 07-17)

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**\*\*\*INSERT SCHEDULE\*\*\***

NIB No. 25-018MB  
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(CITY ATTY: 07-17)



**EXHIBIT "C"  
COMPENSATION**

**\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\***

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FIRE DEPARTMENT MOBILE AND RADIOS AND VEHICLE UPFIT SERVICES

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(CITY ATTY: 07-17)

**EXHIBIT "D"**  
**FEDERAL REQUIREMENTS**

**\*\*\*INSERT ALL FORMS, PROVISIONS AND OTHER REQUIREMENTS  
OF THE FEDERAL FUNDING SOURCE\*\*\*]**

NIB No. 25-018MB  
FIRE DEPARTMENT MOBILE AND RADIOS AND VEHICLE UPFIT SERVICES

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(CITY ATTY: 07-17)



**CITY OF CORONA**

**FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES  
NOTICE INVITING BIDS (NIB) 25-018MB**

**ADDENDUM No. 1**

**PURCHASING DIVISION  
400 S. Vicentia Ave., Ste. 320  
Corona, CA 92882**

**Contact: Mahjabeen Basravi  
[mahjabeen.basravi@coronaca.gov](mailto:mahjabeen.basravi@coronaca.gov)  
P: (951) 279-3531**

**10/09/2024**

**Addendum No. 1 to NIB 25-018MB is issued to:**

- 1. Modify the Scope of Services**
- 2. Modify Bid Schedule**
- 3. Responses to vendor questions received during the RFI period.**

All provisions to this Addendum No. 1 are hereby incorporated by reference into the subject **NIB 25-018MB**. Proposers shall account for all provisions according to this Addendum No. 1 in submitting their proposals. Each proposer shall acknowledge receipt of this Addendum in the space provided herein.

**City Modification No. 1:**

The “**Scope of Services** located on Section III is deleted in its entirety and replaced with the following:

**Scope of Work (SOW)**

Project Title: Purchase and Installation Kenwood Viking VHF/700/800 Single Head, Single Deck Remote Mount Mobile Radios **or Equal** in existing fire apparatus (fire engines, truck company, etc.), Two (2) per vehicle.

**1. Background:**

The City of Corona lies west of Riverside (population 280,000+) and just east of the City of Anaheim (population 320,000+) in Riverside County. The City of Corona has a population of

NIB No. 25-018MB

FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES



The Corona Fire Department received FEMA Assistance to Firefighters (AFG) grant monies in 2021 to enhance communication capabilities within the department. As part of this initiative, the department intends to procure and install Twenty (20) Kenwood Viking VHF/700/800 Single Head, Single Deck Remote Mount Mobile Radios **or Equal** (2 identical radios per vehicle), and all of the necessary accessories.

## **2.Objectives:**

The primary objectives of this project are:

- Enhance communication capabilities within the Corona Fire Department by replacing existing legacy non-P25 compliant and non-supported mobile radios as well as prepare for future cutover to Riverside County Public Safety Enterprise Communications (PSEC) Trunked Radio System and interoperability with surrounding systems.
- To ensure seamless coordination and response during emergencies.
- To leverage FEMA AFG grant funds to procure and install state-of-the-art P25-compliant communication equipment.

## **3. Scope of Work:**

The scope of work includes, but is not limited to, the following tasks:

1. Procurement of Twenty (20) Kenwood Viking VHF/800MHz Single Head, Single Deck Remote Mount Mobile Radios **or Equal**, including:

- VM8000BF RF Deck (Including 832VM8000-V and 832VM8000-78)
  - Software Options and Features
    - APCO P25 Conventional
    - 4000 Channel or Greater Capacity
    - GPS
    - Field Programmable
    - MDC1200 Signaling
    - Broadband Data Services/VPN
    - 700/800 Band: Phase 1 trunking and Phase 2 TDMA trunking capable, meeting system requirements for Riverside County PSEC System (i.e. AES256 MultiKey Encryption, OTAR/OTAP)
- Accompanying Hardware Requirements
  - KCH-20 Control Head
  - KCT-71M2 Control Cables
  - KMC-66M Keypad Microphone
  - KCT-23M3 DC Cable
  - KMB-33M Mounting Bracket
  - KRK-17BF Remote Kit
  - KRA-40GM GPS Antenna
  - 597539077901 USB Micro B extension cable
  - KCT-46 Ignition Sense Cable
  - KES-5A Speaker
  - KCT-72M External Accessory Connection Cable (Speaker to Control Head)
  - Appropriate interface between radio and Sigtronics Headset System

- SE-8/RAD-8 LAC/EAI-1 LAC

- KLF-2 Line Filter
- 3-Year Warranty
- Motorola HAD4009A Quarter Wave Whip Antenna with appropriate PL-259 Connector hardware.
- Motorola HAF4016A 762-870 MHz Quarter Wave Antenna with appropriate PL-259 connector hardware

- Installation of the radios and related equipment shall be done in designated vehicles on-site, at locations within the Corona Fire Department's facilities, or off-site, at the selected approved vendor's facilities. Project responsibilities carried out on-site, please refer to **Section II, M-insurance Requirements. Work completed off-site at vendor's facilities will only require proof of insurance.**
- Testing and commissioning of the radios to ensure proper functionality and integration with existing communication systems.
- Providing training to relevant personnel on the operation and maintenance of the radios.

#### 4. Deliverables:

The following deliverables are expected upon completion of the project:

- Twenty (20) installed Kenwood Viking VHF/700/800 Single Head, Single Deck Remote Mount Mobile Radios **or Equal** with 700/800 MHz Trunking capability and all related accessories. Two (2) radio installations per vehicle.
- Documentation of installation procedures and configurations.
- Training materials and session records for relevant personnel.

#### 5. Timeline:

**The project MUST be completed by March 30th, 2025.** The timeline should include procurement, installation, testing, and training phases.

#### 6. Compliance:

All procurement activities shall comply with FEMA AFG grant guidelines and regulations. The selected vendor(s) must provide products that meet the specified requirements and adhere to relevant industry standards.

#### 7. Budget:

The budget allocated for this project shall be managed following FEMA AFG grant guidelines. The appropriate authorities within FEMA and the Corona Fire Department must approve any deviations from the budget.

#### 8. Responsibilities:

- The Corona Fire Department shall oversee the project implementation and provide necessary support to the selected vendor(s).
- The selected vendor(s) shall procure, install, and commission the radios and related equipment as per the specified requirements.
- Both parties shall collaborate closely to ensure the project's timely completion and satisfactory outcomes.

#### 9. Evaluation and Acceptance:

Upon project completion, the Corona Fire Department shall evaluate to ensure all deliverables

NIB No. 25-018MB

FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES

meet the specified requirements. Acceptance of the project shall be subject to the satisfactory completion of all tasks and approval by the authorized representatives.

This Scope of Work is subject to review and modification as necessary by the Corona Fire Department.

**City Modification No. 2:**

The “**BID SCHEDULE**” located on Section IV is deleted in its entirety and replaced with the following:

**BID SCHEDULE**

**Bidder shall complete the Electronic Bid Schedule found in the Line Items tab within the PlanetBids electronic bidding system.** Provide firm fixed bid prices. Unit costs shall include all materials, supplies, equipment, labor, tools, transportation/delivery, sales tax, and any other incidental or ancillary costs to produce and sell the products specified herein. A copy of the Bid Schedule below is provided for reference purposes only and need not be completed and returned.

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Procurement of Twenty (20) Kenwood Viking VHF/700/800MHz Single Head, Single Deck Remote Mount Mobile Radios <b>or Equal</b> , including: - VM8000 RF Deck with 832VM8000-V and 832VM8000-78 - VHF APCO P25 Conventional - 4000 Channel or Greater Capacity - GPS - Field Programmable - Broadband Data Services/VPN (WiFi programming) functionality - MDC1200 Signaling - KCH-20 Control Head - KCT-71M2 Control Cable - KMC-66M Keypad Microphone - KCT-23M3 DC Cable - KMB-33M Mounting Bracket	EA	20		

NIB No. 25-018MB  
 FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES



	<ul style="list-style-type: none"> <li>- KRA-1/DF Remote Mt</li> <li>- KRA-40GM GPS Antenna</li> <li>- 597539077901 USB Micro-B Extension Cable</li> <li>- KCT-46 Ignition Sense Cable</li> <li>- KES-5A Speaker</li> <li>- KLF-2 Line Filter</li> <li>- KCT-72M connection cable speaker to control head</li> <li>- Interface cabling/connection to Sigtronics SE-8/RAD-6 LAC/EAI-1 LAC</li> <li>- 3-year warranty</li> <li>- Motorola HAD4009A Quarter Wave Whip Antenna with appropriate PL-259 Connector hardware <b>or Equal.</b></li> </ul>				
2.	<p>Additional requirements for the 700/800 MHz radio:</p> <ul style="list-style-type: none"> <li>- APCO P25 Conventional, Phase 1 trunking and Phase 2 TDMA capable</li> <li>- Multi-Key AES256 encryption</li> <li>- P25 OTAR/OTAP</li> <li>- GPS enabled</li> <li>- Feature set must meet PSEC system standards</li> <li>- Compatible speaker with appropriate connection hardware</li> <li>- Motorola HAF4016A 762-870 MHz Quarter Wave Antenna with appropriate PL-259 connector hardware <b>or Equal.</b></li> </ul>	EA	20		
3.	<p>Installation/ Upfit for Kenwood Viking VHF/700/800 Single Head, Single Deck Remote Mount Mobile Radios <b>or Equal</b>, including all related accessories <b>as specified on line 1 and 2</b></p>	EA	20		
4.	<p>Installation/Upfit of Kenwood Viking VHF Single Head, Dual Deck Remote Mount Mobile Radios with 700/800 MHz</p>	EA	20		

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FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES

	capability <b>or Equal</b> , including all related accessories <b>as specified on line 2. (2 installations per vehicle)</b>				
<b>5.</b>	Sales Tax (8.75%)	EA	1		
<b>6.</b>	Delivery/Shipping & Handling, FOB Corona	EA	1		

**Question No. 1**

Bid schedule is not consistent with Scope of Services. Please verify what is required for Radios: Channel capacity, Mic, Field programming and or Keypad programming, Motorola antenna?? and MBW-1320antenna?

**Answer No. 1**

Please reference updated Bid schedule above. VHF: 4000 Channels, APCO P25 conventional, KMC-66M preferred, Keypad programming, GPS, MDC1200, Broadband Data Services/VPN, Motorola HAD4009A Quarter Wave Whip Antenna (or equivalent) 700/800MHZ: P25 phase 1 and 2 TDMA trunking, AES256, OTAR/OTAP (Feature set must comply with Riverside PSEC standard), Motorola HAF4016A 762-870 MHz Quarter Wave Antenna (or equivalent).

**Question No. 2**

Will the radios be on County of Riverside PSEC?

**Answer No. 2**

Yes, and on the Orange County CCCS System

**Question No. 3**

Who will be programming the VHF and 7/800 radios?

**Answer No. 3**

VHF programming will be done in-house. Trunking will be completed by PSEC (or designee) and Orange County Sheriff communications

**Question No. 4**

What type of vehicles for installs?

**Answer No. 4**

Heavy fire apparatus (engines and trucks)

**Question No. 5**

Will there be existing equipment to remove from the vehicles prior to installation of new radios? Can pictures be provided?

**Answer No. 5**

Yes. Legacy Kenwood TK-5710 mobiles in various configurations. Some single deck, single head, others single deck, dual head. Due to the number of apparatus, it is not practical to provide photos.

**Question No. 6**

Can we provide sample insurance to assure acceptable COI? Who can we submit this to?

**Answer No. 6**

You can include sample insurance on Planet Bid with your proposal, due at 10:00am on 10/28/2024. Please refer to "***Section II, Instruction to Bid, M. Insurance Requirements***" for details.

**Question No. 7**

Do the mobiles need to interface into an Intercom system? If so, please provide Make and Model.

**Answer No. 7**

Yes. Sigtronics SE-8, RAD-6 LAC, and EAI-1 LAC

NIB No. 25-018MB

FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES

**Question No. 8**

Would the City please provide a list of all of the vehicles that will require installation and upfitting?

**Answer No. 8**

Engine 1, Engine 2, Truck 2, Engine 3, Engine 13, Engine 4, Engine 14, Engine 5, Truck 6, Hazmat 6, Utility 6, Engine 7, Engine 17, ATV (ambulance) 1, Utility 7, Truck 7 (may vary slightly due to budget or grant limitations).

**All bids shall be submitted no later than 10:00 a.m. October 28, 2024.**

Should you have any additional questions or concerns, I can be reached at (951) 279-3531.

Thank you,

Mahjabeen Basravi  
Purchasing Specialist I





**CITY OF CORONA**

**FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES  
NOTICE INVITING BIDS (NIB) 25-018MB**

**ADDENDUM No. 3**

**PURCHASING DIVISION  
400 S. Vicentia Ave., Ste. 320  
Corona, CA 92882**

**Contact: Mahjabeen Basravi  
[mahjabeen.basravi@coronaca.gov](mailto:mahjabeen.basravi@coronaca.gov)  
P: (951) 279-3531**

**11/05/2024**

**Addendum No. 3 to NIB 25-018MB is issued to:**

- 1. Modify Notice of Inviting Bids**
- 2. Modify the Tentative NIB Schedule**
- 3. Modify Submitting Request**
- 4. Modify Bid Submission**
- 5. Modify the Scope of Services**
- 6. Modify Bid Schedule**
- 7. Response to RFI questions and substitution request**

All provisions to this Addendum No. 3 are hereby incorporated by reference into the subject **NIB 25-018MB**. Proposers shall account for all the provisions according to Addendum No. 3 in submitting their proposals. Each proposer shall acknowledge receipt of this Addendum in the space provided herein.

**City Modification No. 1:**

The **NOTICE OF INVITING BIDS (NIB) NO. 25-018MB** located on **page 1, Paragraph 2**, is deleted in its entirety and replaced with the following:

**Closing: Bids shall be submitted electronically before 5:00 pm, November 13, 2024** through the PlanetBids Vendor Portal. It is Bidder's responsibility to allow sufficient time to complete and upload its bid, including all documentation required by this NIB, prior to the stated deadline. Electronic submission cannot be completed unless Bidder properly uploads all required documents.

NIB No. 25-018MB  
FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES

**City Modification No. 2:**

The “**Tentative NIB Schedule**” located on **Section I**, as amended by Addendum No. 2 is deleted in its entirety and replaced with the following:

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

- 1. Issue NIB ..... September 24, 2024
- 2. **Written Questions from Contractor Due**..... **5:00 PM November 6, 2024**
- 3. **City Response to Questions Received**.....**November 7, 2024**
- 4. **Bids Due** ..... **5:00 PM, November 13, 2024**
- 5. **Bid Evaluation Completed** .....**November 19, 2024**
- 6. Tentative Vendor Selection.....TBD
- 7. Issue City PO & Notice to Proceed.....TBD

**City Modification No. 3:**

1. **Submitting Requests**

Bidders shall submit all questions, clarifications or comments through the City’s PlanetBids electronic bidding system:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497> utilizing the Questions & Answers tab.

Bidder questions must be submitted no later than **5:00 pm, November 6, 2024**.

Please note the City’s electronic bidding system will not allow inquiries to be submitted after this date and time.

**City Modification No. 4:**

The “**Bid Submission**” located on **Section II** Instructions to Bidders, as amended by Addendum No. 2 is deleted in its entirety and replaced with the following:

**Date and Time**

**All bids shall be submitted no later than 5:00 PM November 13, 2024.**

**City Modification No. 5:**

The “**Scope of Services** located on Section III, as amended by Addendum No.2 is deleted in its entirety and replaced with the following:

**Scope of Work (SOW)**

NIB No. 25-018MB  
FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES

Project Title: Purchase and Installation Kenwood Viking VHF/700/800 Single Head, Single Deck Remote Mount Mobile Radios **or Equal** in existing fire apparatus (fire engines, truck company, etc.), Two (2) per vehicle.

### **1. Background:**

The City of Corona lies west of Riverside (population 280,000+) and just east of the City of Anaheim (population 320,000+) in Riverside County. The City of Corona has a population of 165,000+ residents within its borders.

The Corona Fire Department received FEMA Assistance to Firefighters (AFG) grant monies in 2021 to enhance communication capabilities with Twenty (20) Kenwood Viking VHF/700/800 Single Head, Single Deck Remote Mount Mobile Radios **or Equal** (2 identical radios per vehicle), and all of the necessary accessories.

### **2. Objectives:**

The primary objectives of this project are:

- Enhance communication capabilities within the Corona Fire Department by replacing existing legacy non-P25 compliant and non-supported mobile radios as well as preparing for future cutover to Riverside County Public Safety Enterprise Communications (PSEC) Trunked Radio System and interoperability with surrounding systems.
- To ensure seamless coordination and response during emergencies.
- To leverage FEMA AFG grant funds to procure and install state-of-the-art P25-compliant communication equipment.

### **3. Scope of Work:**

The scope of work includes, but is not limited to, the following tasks:

Procurement of Twenty (20) Kenwood Viking VHF/800MHz Single Head, Single Deck Remote Mount Mobile Radios **or Equal**, including:

- VM8000BF RF Deck (Including 832VM8000-V and 832VM8000-78)
  - Software Options and Features
    - APCO P25 Conventional
    - 4000 Channel or Greater Capacity
    - GPS
    - Field Programmable
    - MDC1200 Signaling
    - Broadband Data Services/VPN
    - 700/800 Band: Phase 1 trunking and Phase 2 TDMA trunking capable, meeting system requirements for Riverside County PSEC System (i.e. AES256 MultiKey Encryption, OTAR/OTAP)
  - Accompanying Hardware Requirements
    - KCH-20 Control Head
    - KCT-71M2 Control Cables
    - KMC-66M Keypad Microphone
    - KCT-23M3 DC Cable

NIB No. 25-018MB

FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES



- KMB-33M Mounting Bracket
  - KRK-17BF Remote Kit
  - KRA-40GM GPS Antenna
  - 597539077901 USB Micro B extension cable
  - **KCT-18 Ignition Sense Cable**
  - KES-5A Speaker
  - KCT-72M External Accessory Connection Cable (Speaker to Control Head)
  - Appropriate interface between radio and Sigtronics Headset System SE-8/RAD-6 LAC/EAI-1 LAC
  - KLF-2 Line Filter
  - 3-Year Warranty
  - Motorola HAD4009A Quarter Wave Whip Antenna **or Equal** with appropriate PL-259 Connector hardware.
  - Motorola HAF4016A 762-870 MHz Quarter Wave Antenna **or Equal** with appropriate PL-259 connector hardware.
- Installation of the radios and related equipment shall be done in designated vehicles on-site, at locations within the Corona Fire Department's facilities, or off-site, at the selected approved vendor's facilities. Project responsibilities carried out on-site, please refer to **Section II, M-insurance Requirements**. Work completed off-site at the vendor's facilities will only require proof of insurance.
  - Testing and commissioning of the radios to ensure proper functionality and integration with existing communication systems.
  - Providing training to relevant personnel on the operation and maintenance of the radios.

#### 4. Deliverables:

The following deliverables are expected upon completion of the project:

- Twenty (20) installed Kenwood Viking VHF/700/800 Single Head, Single Deck Remote Mount Mobile Radios **or Equal** with 700/800 MHz Trunking capability and all related accessories. Two (2) radio installations per vehicle.
- Documentation of installation procedures and configurations.
- Training materials and session records for relevant personnel.

#### 5. Timeline:

**The project MUST be completed by March 30th, 2025.** The timeline should include procurement, installation, testing, and training phases.

#### 6. Compliance:

All procurement activities shall comply with FEMA AFG grant guidelines and regulations. The selected vendor(s) must provide products that meet the specified requirements and adhere to relevant industry standards.

#### 7. Budget:

The budget allocated for this project shall be managed following FEMA AFG grant guidelines. The appropriate authorities within FEMA and the Corona Fire Department must approve any deviations from the budget.

#### 8. Responsibilities:

- The Corona Fire Department shall oversee the project implementation and provide

NIB No. 25-018MB

FIRE DEPARTMENT MOBILE RADIOS AND VEHICLE UPFIT SERVICES



- necessary support to the selected vendor(s).
- The selected vendor(s) shall procure, install, and commission the radios and related equipment as per the specified requirements.
- Both parties shall collaborate closely to ensure the project's timely completion and satisfactory outcomes.
- 

**9. Evaluation and Acceptance:**

Upon project completion, the Corona Fire Department shall evaluate to ensure all deliverables meet the specified requirements. Acceptance of the project shall be subject to the satisfactory completion of all tasks and approval by the authorized representatives.

This Scope of Work is subject to review and modification as necessary by the Corona Fire Department.

**City Modification No. 6:**

The “**BID SCHEDULE**” located on Section IV, as amended by Addendum No.2 is deleted in its entirety and replaced with the following:

**BID SCHEDULE**

**Bidder shall complete the Electronic Bid Schedule found in the Line Items tab within the PlanetBids electronic bidding system.** Provide firm fixed bid prices. Unit costs shall include all materials, supplies, equipment, labor, tools, transportation/delivery, sales tax, and any other incidental or ancillary costs to produce and sell the products specified herein. A copy of the Bid Schedule below is provided for reference purposes only and need not be completed and returned.

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Procurement of Twenty (20) Kenwood Viking VHF/700/800MHz Single Head, Single Deck Remote Mount Mobile Radios <b>or Equal</b> , including: <ul style="list-style-type: none"> <li>- VM8000 RF Deck with 832VM8000-V and 832VM8000-78</li> <li>- VHF APCO P25 Conventional</li> <li>- 4000 Channel or Greater Capacity</li> <li>- GPS</li> <li>- Field Programmable</li> <li>- Broadband Data Services/VPN (Wi-Fi programming) functionality</li> <li>- MDC1200 Signaling</li> <li>- KCH-20 Control Head</li> <li>- KCT-71M2 Control Cable</li> <li>- KMC-66M Keypad Microphone</li> <li>- KCT-23M3 DC Cable</li> <li>- KMB-33M Mounting Bracket</li> <li>- KRK-17BF Remote Kit</li> <li>- KRA-40GM GPS Antenna</li> <li>- 597539077901 USB Micro-B Extension Cable</li> <li>- <b>KCT-18 Ignition Sense Cable</b></li> <li>- KES-5A Speaker</li> <li>- KLF-2 Line Filter</li> <li>- KCT-72M connection cable speaker to control head</li> <li>- Interface cabling/connection to Sigtronics SE-8/RAD-6 LAC/EAI-1 LAC</li> <li>- 3-year warranty</li> <li>- Motorola HAD4009A Quarter Wave Whip Antenna <b>or Equal</b></li> </ul>	EA	20		

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	with appropriate PL-259 Connector hardware.				
2.	Additional requirements for the 700/800 MHz radio: - APCO P25 Conventional, Phase 1 trunking and Phase 2 TDMA capable - Multi-Key AES256 encryption - P25 OTAR/OTAP - GPS enabled - Feature set must meet PSEC system standards - Compatible speaker with appropriate connection hardware - Motorola HAF4016A 762-870 MHz Quarter Wave Antenna <b>or Equal</b> with appropriate PL-259 connector hardware.	EA	20		
3.	Installation/ Upfit for Kenwood Viking VHF/700/800 Single Head, Single Deck Remote Mount Mobile Radios <b>or Equal</b> , including all related accessories <b>as specified on line 1 and 2</b>	EA	20		
4.	Installation/Upfit of Kenwood Viking VHF Single Head, Dual Deck Remote Mount Mobile Radios with 700/800 MHz capability <b>or Equal</b> , including all related accessories <b>as specified on line 2. (2 installations per vehicle)</b>	EA	20		
5.	Sales Tax (8.75%)	EA	1		
6.	Delivery/Shipping & Handling, FOB Corona	EA	1		

## **Response to the RFI (Request for Information)**

### **Question 1:**

Prior to the 10/21/2024 Addendum #2, there were 2 groups of 15 radios each with slightly different configurations. Now the bid calls for 20 radios all with the same hardware and software features (all VHF/PSEC capable with single head KCH-20). Is that correct?

### **Answer 1:**

Yes. The end goal is to install 2 VHF/800 radios in as many units as budget will allow. Due to the pricing difference with the VM8000 series, and decision to install an additional 700/800MHz radio, the number of vehicles may need to be reduced (or we may install a single radio in a unit under the grant and the second using department funds, perhaps at a later time).

### **Question 2:**

For the VM8000, the ignition sense cable should be the KCT-18 high power ignition sense cable.

### **Answer 2:**

This project will require the KCT-18.

### **Question 3:**

Is Call Recording / Call Playback (Instant recall recording) a requirement?

### **Answer 3:**

Yes, it is required

### **Question 4:**

BID schedule shows installation (Line 4) "Installation/Upfit of Kenwood Viking VHF Single Head, dual Deck Remote Mount Mobile Radios with 700/800 MHz capability or equal, including all related accessories as specified on line 2. (2 installations per vehicle)" Is there another radio to be installed and not in the specs? Will the VM8000 be installed as a multi-deck configuration? Please clarify.

### **Answer 4:**

The desired end result is to have 2 VHF/800 radios per vehicle, each with a single head

### **Question 5:**

Addenda 1 answers show 15 vehicles for installation. Are there now 20 vehicles for the 20 radios called in the BID?

### **Answer 5:**

No. Because of the cost difference with the VM8000, 20 radios would allow for 10 installations with 2 radios per vehicle.

### **Question 6:**

Reviewing the online BID, under Tab "Line Items" the descriptions do not match the changes made in the BID. Also, in the descriptions it shows specific antennas, are these antennas what should be priced out?

### **Answer 6:**

Line-items have been updated on Planet Bid as per the City modification No.5, Addendum No.3.



The 2 antennas (Motorola HAD4009A and Motorola HAF4016A) are listed as examples of what are currently being used. The particular make and model are not specific to, nor required for the bid, hence the “or equal” as shown. If an antenna with similar specifications from another manufacturer, it can be considered. There are several options available.

**Question 7:**

Substitution Form submitted

PROPOSED SUBSTITUTION	DETERMINATION
APX 8500 Multi-Band Radios	Substitution approved as " or Equal". Meets the requirement per the Scope of Work.

**All bids shall be submitted no later than 5:00 p.m. November 13, 2024.**

Should you have any additional questions or concerns, I can be reached at (951) 279-3531.

Thank you,

Mahjabeen Basravi  
Purchasing Specialist I