



09/16/2025

**SUBJECT: NOTICE INVITING BIDS (NIB) NO. 26-010SB**

The City of Corona invites qualified bids for:

**LIVE FIRE TRAINING PROP FOR CORONA FIRE DEPARTMENT**

Parties interested in obtaining a copy of this NIB No. 26-010SB 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. 25-067SB and supporting documents at no cost and receive addenda and other notifications when issued.

**Closing: Bids shall be submitted electronically before 5:00pm PST, October 20, 2025** 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.

Basis of Award: The lowest responsive responsible bidder will be determined on the basis of the total summation of the Bid Schedule. 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,



**Scott Briggs**  
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September 18, 2025

**SUBJECT: NOTICE INVITING BIDS (“NIB”) No. 26-010SB**

**SECTION I**

**INVITATION**

The City of Corona Purchasing Division (“City”) invites bids from qualified vendors for:

**LIVE FIRE TRAINING PROP FOR CORONA FIRE DEPARTMENT**

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

**Tentative NIB Schedule**

**(Subject to change at City’s discretion)**

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| 1. Issue NIB                          | September 16, 2025                |
| 2. Written Questions from Bidders due | September 29, 2025 at 5:00 pm PST |
| 3. City’s Response to Questions       | October 2, 2025                   |
| 4. Bids Due (time & date)             | October 20, 2025 at 5:00 pm PST   |
| 5. Council Approval of Bid Award      | November 19, 2025                 |

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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 **5:00 pm PST, September 29, 2025**. 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. **Informed Bidders**

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

F. **Submission of Bids**

**Bid Submission**

1. **Date and Time**

All bids shall be submitted no later than **5:00 pm PST October 20, 2025**.

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/Price Form
- b. Non-Collusion Declaration
- c. Acknowledgment of Terms and Conditions of the City's Purchase Order

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.

**G. Bid Withdrawal.**

Bidders' authorized representatives may withdraw bids that have been submitted only by written request. Such request must be received by the Purchasing Agent before the Bid Submission Date & Time. After that time, Bidders may not withdraw their bids for a period of ten (10) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw their bid(s).

**H. Pre-Contractual Expenses**

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

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

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

**I. Award**

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

**J. Acceptance of Order**

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

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

**K. Force Majeure**

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

**L. Laws Governing Contract**

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

**M. Primary Bidders**

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

**N. Special Provisions for Materials and Equipment**

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

Bidder/Contractor may offer any material, process, or equipment considered as equivalent to that indicated, unless an exclusive standard is specified. Failure of the Bidder/Contractor to submit requests for substitution by the stipulated deadline shall be deemed to signify that the Bidder/Contractor intends to furnish one of the brands named in the Special Provisions, and the Bidder/Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment for that which was originally specified.

Deadline for receipt of Substitution Requests shall expire by the Q&A due date and time specified in PlanetBids. The burden of proof as to the comparative quality and suitability of alternative equipment or materials shall be on the Bidder/Contractor. The Bidder/Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. Such data shall include complete calculations, technical specifications, samples, or published

documents relating to the performance and physical characteristics of the proposed substitute. The Bidder/Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will completely and adequately fulfill its intended function.

Substitution Request Procedure - Submit a written request for proposed substitutions to City through the PlanetBids platform prior to Q&A due date and time specified in PlanetBids. Submit proposed substitutions relating to a particular subcontract or trade in a single package. If City accepts any proposed substitutions, such acceptance will be set forth in an Addendum. No substitution will be considered after the deadline for receipt of substitution requests has expired. Requests for substitutions shall be accompanied by a non-refundable cashier's check or money order for \$200 made out to City of Corona to compensate Owner for cost of reviewing substitution request. Check shall clearly show Project name and product or service submitted for review.

Products accepted as "accepted equals" shall, in Owner's opinion, meet the following requirements:

Products shall be of equal quality, substance, function and color to those listed.

Products shall be standard products of a reputable manufacturer having regularly been engaged for 5 years in manufacture of products furnished.

Products shall have a reputation for assuring long-lasting trouble-free service.

Factory-authorized, factory-trained, and competent service personnel and stocked service parts shall be available within a 21550-mile radius of the Work.

Manufacturer shall be capable of certifying compliance with listed reference standards.

Products not meeting the above requirements shall, for purpose of this Contract, be deemed "inferior" even if product's only shortcoming is that Bidder/Contractor failed to submit a Substitution Request on said product prior to the stipulated deadline. Substitution of "inferior" products shall not occur except where cost savings are offered to and accepted by the Owner in the form of a Change Order.

#### 4. 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 due date;

2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

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

If the protest is valid, the 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.

#### 15. Fleet Compliance Certification

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance (“CRC”) for the Bidder’s fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the bid non-responsive.

**P. Public Records**

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

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

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

To insure confidentiality, bidders are instructed to enclose all "Confidential, "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from an NIB, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

## SECTION III.

### TECHNICAL SPECIFICATIONS

#### PROJECT BACKGROUND

The City's Fire Department has seven fire stations throughout Corona, the Fire Department Headquarters, and Fire Training Center. The Training Center is located at 730 Public Safety Way, with multiple structures and props to assist with simulated emergency incidents. One of the props is a live fire training prop which was constructed in 2014 and has served as the primary live fire training site. After hundreds of hours of live fire training, the prop has started to break down and requires replacement. The live fire training prop must provide realistic training scenarios for fire behavior, fire attack, search, RIC, and thermal imager training.

The awarded bidder shall design, fabricate, and deliver into place a new two-story Immediately Dangerous to Life and Health (IDLH) live fire training prop capable of burning Class A materials at the Corona Fire Department Training site. The training prop will consist of five ISO-rated 40' high cube shipping containers, three on the first floor and two on the second floor. The containers and walkways shall be fully fabricated off-site and delivered in a configuration that allows the City to assemble the system using standard tools, without the need for specialized equipment or welding. The burn containers will have three lined and insulated burn areas and will be furnished with windows and doors reflecting the attached drawing. The drawings below outline the required layout to meet specific training objectives. The prop shall have an expected service life of no less than 10 years to meet the Corona Fire Department's current and future training needs.

#### TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall be responsible for:

1. Floorplans for the exact design proposed
2. Furnishing and delivering the Live Fire Training Prop
3. Position/stack containers and walkways into the final resting position to allow prop to be bolted together by the City.
4. Supply heavy-duty bolts, washers, nuts, screws, and any other necessary supplies needed to bolt together the prop.
5. Assembly instructions and technical support.
6. Ensure there is a minimal impact on adjacent training grounds so that they remain operational during delivery of the Live Fire Training Prop
7. Onsite training .

## **FINAL TESTING AND ACCEPTANCE**

Provide a one (1) day onsite “Train the Trainer Course” course consisting of a minimum of eight (8) hours for up to 12 students within two weeks of delivering the Live Fire Training Prop to the City. The “Train the Trainer Course” shall serve as the test/acceptance burn and provide training for fire department personnel on the proper operation and care of the prop. The “Train the Trainer Course” shall be delivered by a California State Fire Marshal Fire Control 3 certified instructor.

The Contractor will demonstrate the proper operation of all training props and assist with a test burn at a mutually agreed upon date and time to ensure the functionality of the props. This demonstration and test burn will serve as acceptance testing.

## **CONTRACTOR EXPERIENCE**

In order to be deemed responsive, Bidders must meet the following minimum requirements at time of bid. Failure to complete the Experience Statement provided in the bid documents may result in the Bidder’s bid being deemed non-responsive.

- (a) Bidder, under Bidder’s current name must have a minimum of three (3) years’ experience in the fabrication of Class A live fire training props similar in scope and complexity with other public agencies within a 250 mile radius of the City of Corona. Bidder must identify and provide a minimum of three (3) separate agencies for which projects meeting this requirement have been successfully completed.
- (b) Each Project shall have a minimum contract value of \$250,000.

## **PROJECT TIMELINE AND WORK SCHEDULE**

The bidder shall have the project completed within **160 working days from the Notice to Proceed**. The delivery shall occur Monday through Friday, from 7 am to 5 pm, excluding City holidays, unless special written requests are made 72 hours in advance through the Fire Department Project Manager.

## **VII. WARRANTY**

The contractor shall warranty all materials for a period of five (5) years from the recorded acceptance by the City. The contractor shall repair or remove and replace any and all materials that is found to be defective in workmanship within the five-year period from the date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

Predetermined consumables will not be included in the warranty.

## **VIII. SYSTEM INFORMATION**

The System shall be capable of withstanding live fire conditions using ordinary combustibles (Class A) as a fuel source with temperatures reaching the ignition temperature of Carbon Monoxide (1200 F). The materials used shall be durable and impact resistant to withstand multiple live fire training sessions without repair or replacement. The prop shall be designed and built to National Fire Protection Association (NFPA) 1402 Standard of Facilities for Fire Training and Associated Props (2019).

## **IX. SITE PREPARATION**

The City shall prepare the site to ensure the prop is level and secure.

Item Number	Section	Description
1	General Specification of Performance	<ul style="list-style-type: none"> <li>• Furnish and deliver/configure five (5) new or one trip 40' steel International Organization for Standardization (ISO) rated high-cube wind and weather-tight certified shipping containers</li> <li>• All steel shall be American-made</li> <li>• All steel shall be specified for size and dimension</li> <li>• Occupational Safety and Health Administration (OSHA) railings: 1 ½" x .095. Railings shall be powder coated or galvanized</li> <li>• Concrete paver system in all burn rooms</li> <li>• All container cut-outs shall maintain a 12" to 18" stem for container stability</li> <li>• Hose holes are 8" x 8"</li> <li>• Burn room metal walls are 3/16" minimum, must be designed to withstand repeated thermal shock without degrading or causing damage to the prop</li> <li>• Burn rooms shall be fully insulated on walls, ceiling, clean-outs, window assemblies and door assemblies. Insulation shall be rated to a minimum performance of 2300-degrees</li> <li>• All burn rooms shall have a chain system and track to hold training material, the chain system shall be 5/16"</li> <li>• Burn rooms shall be free from any and all Class A combustibles</li> <li>• Door assembly: 36" X 80" with a 2" x 3" jamb, 2"x2" frame .095 pan stamped with strut bracing, if in an IDLH room shall have insulation with backing</li> <li>• Window assemblies: 45" x 45" with a 2" x 3" jamb, 2"x2" frame .095 pan stamped with strut bracing, if in an IDLH room shall have insulation with backing. Windows shall be installed 36" above the interior floor</li> </ul>

		<p>level</p> <ul style="list-style-type: none"> <li>• Clean-out assembly: 20" x 74" with a 2" x 3" jamb, 2" x 2" frame .095 pan stamped with strut bracing, shall have insulation with backing</li> <li>• Vent hatch assembly: 2' x 2' with cable system for ground operation of lid</li> <li>• Include smooth finishes flashed as necessary for a complete job</li> <li>• All container corners shall be plated to allow the City to bolt together with 1" bolts.</li> </ul>
2	Fabrication	<p><b>1<sup>st</sup> Floor:</b></p> <ul style="list-style-type: none"> <li>• Three (3) ISO rated new one-trip high cube container units</li> <li>• Four (4) 36" exterior doors</li> <li>• Three (3) windows</li> <li>• Three (3) 36" interior doors</li> <li>• One (1) 14' closed burn room</li> <li>• One (1) 16' closed burn room</li> <li>• Two (2) clean-outs, one in each burn room</li> <li>• Three (3) hose holes for safety line placement</li> <li>• Vertical vent</li> </ul> <p><b>2<sup>nd</sup> Floor:</b></p> <ul style="list-style-type: none"> <li>• Two (2) ISO rated new one-trip high cube container units</li> <li>• Two (2) 36" exterior doors</li> <li>• Two (2) windows</li> <li>• Two (2) 36" interior doors</li> <li>• One (1) 14' closed burn room</li> <li>• One (1) clean-out in burn room</li> <li>• Two (2) straight staircases: one interior with flashing</li> </ul>

		<p>assembly and one exterior to walkway</p> <ul style="list-style-type: none"> <li>• 40 l/f exterior, 4' wide 2nd-floor walkway with OSHA railing</li> <li>• Three (3) hose holes for safety line placement</li> </ul>
3	Paint/Finish	The exterior of all containers shall be painted to match after interior and exterior modifications are complete. The paint shall be DTM Acrylic, battleship grey in color. Railings and walkways shall be primer and color powder-coated. Walking surfaces shall be black and railings shall be red in color.
9	Material Substitution	Materials and fabrication methods may be substituted from this list with prior written approval of the Corona Fire Department Project Manager.

## Site Overview

The blue square represents the approximate burn prop location. Vehicles in pictures will be removed by the City prior to delivery.





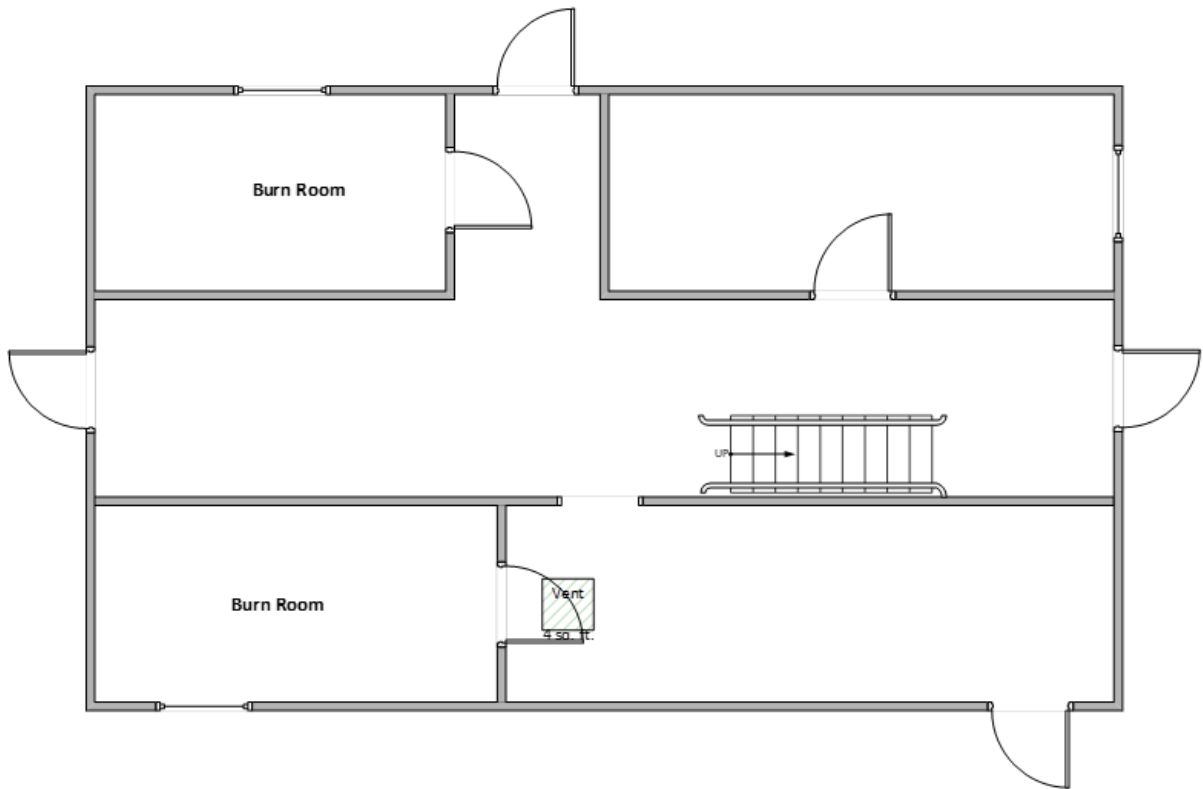




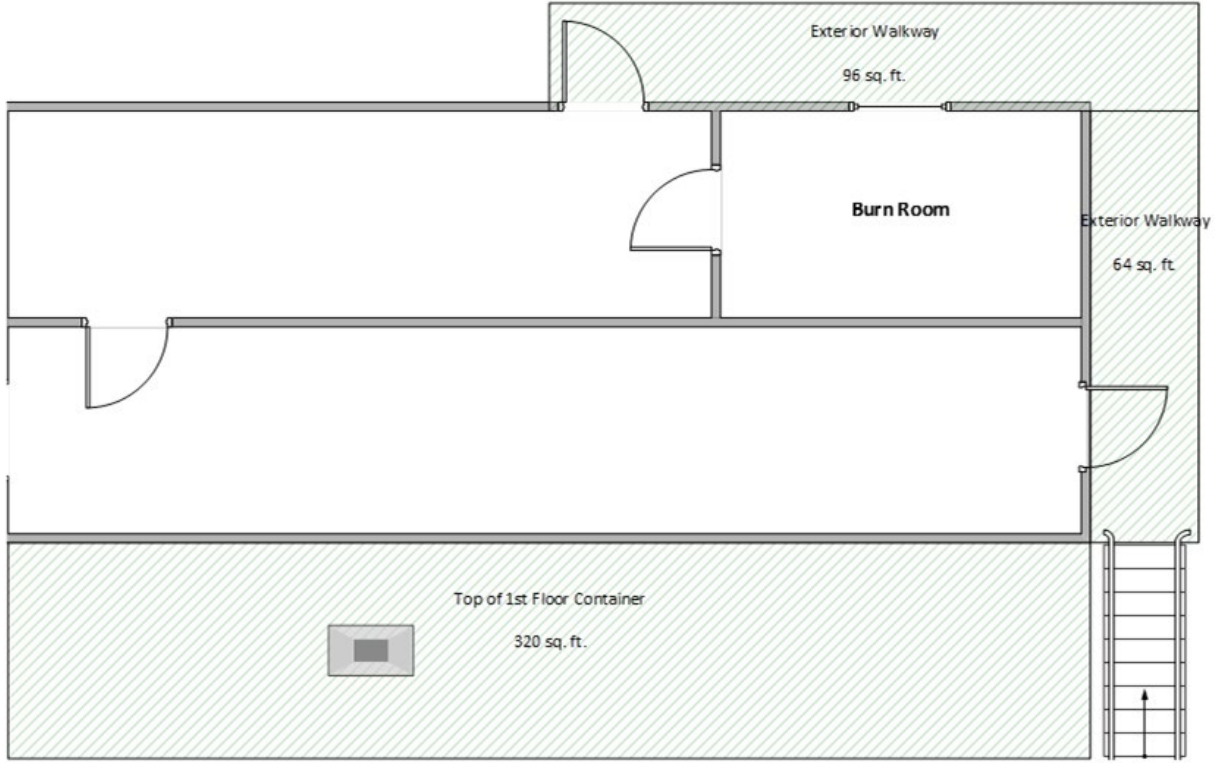
## Conceptual Floor Plan

Floor plan is meant to show the general layout of the structure. Dimensions may not be to scale and adjustments may be made to meet the intent of the specifications.

### First Floor



# Second Floor



## SECTION IV.

### **BID CONTENT AND FORMS**

#### **A. BID FORMAT AND CONTENT**

##### **1. Presentation**

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

- a. identification of Bidder, including name, address and telephone;
- b. proposed working relationship between Bidder and subcontractors, if applicable;
- c. acknowledgment of receipt of all NIB addenda, if any;
- d. name, title, address and telephone number of contact person during period of bid evaluation;
- e. a statement to the effect that the bid shall remain valid for a period of not less than 180 days from the date of submittal; and
- f. signature of a person authorized to bind Bidder to the terms of the bid.

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

##### **2. Exceptions/Deviations**

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

##### **3. Appendices**

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

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

**B. LICENSING AND CERTIFICATION REQUIREMENTS**

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

**C. BID / PRICE FORMS**

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

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

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

**D. 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.

**BID / PRICE FORM**

REQUEST FOR QUOTES: NIB No. 26-010SB

DESCRIPTION OF NIB: Live Fire Training Prop

BIDDER'S NAME/ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAME/TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
 \_\_\_\_\_

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

Unit costs shall include all materials, supplies, labor, equipment and ancillary costs required to complete the work.

Item	Description	Qty.	Unit of Measure	Unit Cost	Extended Amount
1	New two-story Immediately Dangerous to Life and Health (IDLH) live fire training prop	1	EA		
				Sales Tax (7.75%)	
				Freight	
				Total Bid Amount	

**Please specify delivery days:** \_\_\_\_\_

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

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

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

Bidder shall complete the following required information:

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

below verifies that Bidder has read, understands, and agrees to the conditions contained herein

and on all of the attachments and agenda.

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

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

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

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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 10 days from NIB close date.

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

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

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

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

to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.

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: \_\_\_\_\_

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

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**Forms to be returned with Bid response:**

- 1) Bid / Price Form
- 2) Non-Collusion Declaration
- 3) Acknowledgement of the City of Corona Purchase Order Terms and Conditions
- 4) Bidder Experience Statement

**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, bid 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

**BIDDER EXPERIENCE STATEMENT**

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH BID**

The following information set forth under this Bidder Experience Statement will be utilized by the City to review the responsiveness of a Bidder. Failure to fully comply with this Bidder Experience Statement may result in Bidder's Bid being deemed non-responsive. As a matter of threshold responsiveness, Bidder submits, as part of its Bid, the following statements as to its experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the City to make inquiry as appropriate regarding its experience.

- a. Bidder has been engaged in business under its present business name for \_\_\_\_\_ years.
- b. Bidder's experience in Work of a nature similar in type and magnitude to that set forth in the Project Documents extends over a period of \_\_\_\_\_ years.
- c. Bidder has satisfactorily completed all contracts awarded to it, except as follows:

(Name any and all exceptions and reasons therefor. Bidder shall attach and designate additional pages if necessary.)

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- d. Within the last three years Bidder has satisfactorily completed the following contracts covering Work similar in type and magnitude to that set forth in the specifications for the following municipal or governmental agencies (attach additional pages if necessary):

<b>Owner Name and Address</b>	<b>Contact Name, Phone and Email</b>	<b>Type of Work Contract Amount Dates of Work</b>

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

Signature \_\_\_\_\_

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

**ACKNOWLEDGMENT OF THE CITY OF CORONA PURCHASE ORDER TERMS  
AND CONDITIONS  
(To be Completed and Submitted with Bid)**

This is to acknowledge that we have reviewed the City of Corona Purchase Order Terms and Conditions and accept the terms and conditions without exception.

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(Firm name)

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(Print name and title of person signing for firm)

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(Signature/date)

## City of Corona, CA: Purchase Order Terms and Conditions

- 1. GENERAL:** If the goods and/or services ordered herein are as a result of a *Request for Quotation, Request for Proposal, Notice Inviting Bids or a City Agreement* then the Terms and Conditions set forth in this document are considered to be in addition to the requirements and specifications stated in the *RFQ, RFP, NIB or Agreement* and are, by this reference, incorporated herein. To the extent that one set of Terms and Conditions may contradict the other, the requirements of the *RFQ, RFP, or NIB* shall supercede the Terms and Conditions shown below. It is understood that all materials and/or services provided by Supplier/Consultant/Contractor (each, a "Supplier") shall conform to the applicable requirements of City Ordinances, and all applicable State and Federal Laws.
- 2. DELIVERY:** Supplier shall deliver the items and/or services stated herein free from any and all claims, debts, or demands whatsoever. Deliveries shall be made as set forth in this order and any additional Specifications incorporated. Delivery is defined as complete delivery in good order, at place designated in the Specifications/Purchase Order.
- 3. MISCELLANEOUS CHARGES:** No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.
- 4. FREIGHT CHARGES:** All shipments are F.O.B. – Destination, Supplier pays charges, unless specified otherwise in body of this order. If an order is agreed upon as F.O.B. – Origin, freight is to be prepaid and added to the invoice. The City reserves the right to request a copy of the paid express or freight bill.
- 5. INDEMNIFICATION.** Supplier shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all Claims (as defined below) in any manner arising out of or incident to (i) any acts, omissions or willful misconduct of Supplier, its officials, officers, employees, agents, consultants and contractors; (ii) the performance of the Work or this Contract; and/or (iii) any action for product liability arising from a defect in the design, materials and workmanship of any product provided pursuant to this purchase order. Supplier shall defend, at Supplier's own cost, expense and risk, any and all Claims of any kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Supplier shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Supplier shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. For the purpose of this provision, "Claims" means claims, actions or causes of action, regulatory, legislative or judicial proceedings, at law or equity, and all associated liabilities, demands, assessments, levies, losses, fines, penalties, damages, costs and expenses, whether in connection with property or persons, including wrongful death, in each case as awarded by a court or arbitrator, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) all consequential damages and damages that arise as a result of strict liability.
- 6. PATENT RIGHTS:** Any equipment or service to be furnished hereunder shall not, either in construction, manufacture, use, sale or other particular, infringe any letters patent, copyright or registered trademark heretofore granted, and the Supplier shall defend and pay the entire cost of defending any claim or suit whenever or wherever made or brought against the City based upon an infringement or alleged infringement of such letters patent, copyright or registered trademark and shall indemnify and save harmless the City from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit. In the event that a party prevails in any such action, Supplier shall obtain a license, at Supplier's sole cost, for City to continue using the infringing goods or services or provide substitute goods which are acceptable to City in its sole discretion.
- 7. ARTWORK, DESIGNS ETC.:** If the goods are to be produced by vendor in accordance with designs, drawings or blueprints furnished by City, vendor shall return same to City upon completion or cancellation of this Purchase Order. Such designs and the like shall not be used by vendor in the production of materials for any third party without City's written consent. Such designs and the like involve valuable property rights of City and shall be held confidential by vendor.
- 8. NONDISCRIMINATION CLAUSE:** Except as provided in Section 12940 *et seq.* of the Government Code, Supplier shall not discriminate against any person because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, marital status, mental condition, or gender, nor refuse to hire or employ a person or to refuse to select the person for a training program leading to employment or to bar or discharge the person from employment, or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions or privileges of employment. Supplier shall insert in all subcontracts for any work covered by this purchase order this nondiscrimination provision.
- 9. EXCISE TAX:** If federal excise tax is applicable to the transaction, it must be clearly stated so and excluded from the price or the article. The City of Corona, as a government agency, is exempt from the payment of said tax and will issue an exemption certificate.
- 10. SALES AND USE TAXES:** Sales tax must be shown on the invoice as a separate item.
- 11. DEFAULT BY SUPPLIER:** In case of default by Supplier, the City reserves the right to procure the goods or services from other sources and to hold the Supplier responsible for any excess costs occasioned to the City thereby. Supplier shall not be held accountable for additional costs incurred due to default as a result of *Force Majeure*. Supplier must notify the City immediately upon knowing that non-performance or delay will apply to this order as a result of *Force Majeure*. At that time Supplier is to submit in writing a Recovery Plan for this order. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of *Force Majeure* default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.
- 12. INSPECTION AND ACCEPTANCE:** Inspection and acceptance shall be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss shall be on the Supplier unless loss results from the negligence of the City of Corona. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods. When the purchase order specifies equipment or material by manufacturer, model, or trade name, no substitution will be made without City's written approval. Notwithstanding the requirement for any inspection and test contained in specifications applicable to this contract, except where specialized inspection or tests are specified solely for the City, the Supplier shall perform or have performed the inspection and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements incorporated herein, including if applicable the technical specifications for the manufacturers' part numbers specified herein.
- 13. PAYMENTS:** Payment terms are as on front of purchase order unless otherwise agreed to by both parties. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of invoice, whichever is latest. Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Supplier, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.
- 14. INVOICES:** Invoices shall contain the following information: Supplier's Federal Tax I.D. number, contract or order number, item number, description of supplies/services, quantities and units of measure, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments on Government Bills of Lading.
- 15. WARRANTY:** The Supplier agrees that the supplies/services furnished under this contract shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such suppliers/services, and that the rights and remedies provided herein are in addition to, and do not limit any rights afforded to the City by, and other clause of a contract awarded hereunder.
- 16. ASSIGNMENT OF CLAIMS:** Claims for monies due or to become due under this contract shall be assigned only pursuant to prior written consent of the City Purchasing Officer or designated representative.
- 17. CONTRACT TERMINATION:** This Contract may be terminated by City at any time, with or without cause, by giving Supplier three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Supplier, City shall pay Supplier for all Work performed up to that time as provided herein. In the event of breach of the Contract by Supplier, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, may procure substitute goods or services at Supplier's expense, and/or may pursue any other available recourse against Supplier. Supplier may not terminate this Contract except for cause. Upon termination of this Contract by City for any reason, City may require Supplier to provide all finished or unfinished goods, documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.
- 18. GOVERNING LAW:** This purchase order shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Supplier agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.
- 19. ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the nonprevailing party shall pay the prevailing party's legal costs and expenses (including reasonable attorney's fees).
- 20. CHANGE ORDERS:** The City reserves the right at any time to make written changes within the general scope of the contract. If any such changes cause an increase or decrease in the cost of, or in the time required for the performance of the contract, an equitable adjustment shall be made in the contract price, delivery schedule, or both. Any Claim by Supplier for adjustment in this cause must be approved by the City's authorized representative(s) in writing (formal change order, amendment, or revision) before Supplier proceeds with such change.