

**REQUEST FOR BIDS**

FOR PROCUREMENT OF  
500 GALLON FUEL TRAILERS TO TRANSPORT DIESEL FUEL

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
WATER EMERGENCY RESPONSE ORGANIZATION  
OF ORANGE COUNTY

18700 WARD STREET, FOUNTAIN VALLEY, CA 92708

May 6, 2016

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## SECTION 1 - SUBMITTAL INFORMATION

**A. INTRODUCTION:** The Municipal Water District of Orange County (MWDOC) invites submittal of bids (Bid or plural Bids) from qualified companies (Vendors) for the purchase of diesel fuel trailers (Trailers) in accordance with the requirements and specifications conveyed herein, including as to number of Trailers.

**B. SUBMITTAL CLOSING DATES AND TIMES:** The scheduled submittal closing dates and times are listed below. Bids will **not** be accepted after the "Closing" date and time indicated.

**Bid Submittal Closing: Tuesday, May 24, 2013 at 5:00 PM**

**C. INQUIRIES:** Inquiries regarding this solicitation should be directed to the Project Manager.

Project Manager	Kelly Hubbard, MWDOC Emergency Manager
Office	(714) 593-5010
E-mail	<a href="mailto:khubbard@mwdoc.com">khubbard@mwdoc.com</a>

**D. BID LABELING:** Vendors shall submit Bids via EMAIL. Files must be less than 10 MB. Bid emails must be marked and submitted as follows:

**RE: BID FOR PROCUREMENT OF DIESEL FUEL TRAILERS**

## SECTION 2 - GENERAL INFORMATION

- A. WAITING PERIOD/BID VALIDITY:** All Vendors are alerted that a period of up to 120 days from the Closing date may be required to complete selection proceedings and finalize a contract award. Vendors shall assume full responsibility for the impact, if any, of such a time period on all proposed fees, values, costs and terms in the Bid. All Bids submitted in response to this solicitation must be valid for acceptance 120 days after the closing date.
- B. BID PREPARATION COSTS:** MWDOC is not liable for any costs incurred by Vendors in the preparation, submittal, or presentation of their Bids.
- C. BID INCLUSIONS:** All applicable portions of this Request for Bids solicitation are to be responded to fully in the Vendor's submittal. Each Vendor is responsible for reviewing the Request for Bids completely and confirming that its Bid specifically addresses each requirement set forth in Section 5 below, including without limitation:
- Bid Signature Page
  - Bid Price
  - Bid Schedule & Warranties
  - Vendor Identification
  - Equipment/Material Source Information
  - Exceptions Form
- D. WITHDRAWAL OF BIDS BEFORE CLOSING:** Any Vendor may request the withdrawal of its bid in writing, presented personally, by fax, or by other means of delivery so that the request is received by MWDOC **prior** to the Closing date. Upon receipt of such a request, MWDOC will consider the bid null and void.
- E. MISTAKE IN BID:** A Vendor may withdraw its Bid after the Bid opening only if the Vendor can establish to MWDOC's satisfaction that a mistake was made in preparing the Bid and that the mistake made the Bid materially different than the Vendor intended. A Vendor who claims a mistake shall be **PROHIBITED** from submitting further Bids on this project.
- F. BID ACCEPTANCE:** MWDOC reserves the right to reject any and all Bids, or to waive or correct any errors or discrepancies within a Bid. Be advised that MWDOC may decide to reject all Bids and not make an award to any Vendor at

any time.

- G. INTERPRETATION OF DOCUMENTS:** Vendors may direct questions about this "Request for Bids" to the MWDOC Project Manager identified in Section 1(C) above. Written addenda to this RFP, if any, will be e-mailed to all known interested Vendors and posted on the MWDOC website.

Whenever any material, product, thing, or service specified herein is described by one or more brand or trade name and is followed by the words "or equivalent," the apparent low bidder shall have forty-eight (48) hours following the opening of Bids to submit data substantiating the substitution of an equal item. The award of a Contract shall not obligate MWDOC to grant the request for substitution, and the successful bidder must be prepared to perform the work regardless of MWDOC's decision on the request for substitution.

- H. AWARD/SELECTION CRITERIA:** MWDOC intends to enter into a Purchase Agreement with one Vendor for the purchase and delivery of the Trailers to Fountain Valley, California. The following criteria will be included in the rating process for the selection of the supplier.

- Grand Total of All Base Bid Items.
- Cost per Additional Trailer and Additional Options.
- Consistency with desired features/specifications listed within the technical specifications of this solicitation.
- Number and significance of exceptions taken to content of this Request for Bids document, including MWDOC's Purchase Agreement (see Attachment B).
- Comprehensiveness of Bid, specifically addressing each item as noted in the Request for Bids.
- Manufacture and delivery timeline.
- Past record of performance in providing similar equipment/services, including the factors of timely response, cooperation/customer service, reliability of equipment provided, and anticipated operation and maintenance costs.
- Term and conditions of all warranties for the Trailers, including without limitation the Vendor's warranty, warranties covering component parts, and extended warranty (if offered).
- Any other proposed customer service features or discounts.

- I. **TRAILER REGISTRATION AND EQUIPMENT WARRANTIES:** On behalf of MWDOC, the Vendor shall be responsible for registering each Trailer with the California Department of Motor Vehicles (DMV). The Trailers will be registered to multiple utilities that qualify for exempt license plates under "Other Political Subdivision" (VC §9101). A list of registered owners and addresses will be provided to Vendor by MWDOC at a later date.

The Trailers furnished shall comply with the latest applicable editions of the vehicle and administrative codes of the State of California, Federal Motor Vehicle Safety Standards, and all other pertinent federal, state, county, and local laws, rules, and regulations having jurisdiction.

The Vendor shall guarantee all equipment and accessories supplied in response to this specification against defects in material and workmanship for a period of one (1) year from the date of acceptance by MWDOC. The Vendor shall agree to repair or replace any such item(s) necessary during the warranty period at its own cost and expense without cost to MWDOC. If the manufacturer normally offers a guarantee in excess of the above amounts, the Trailer and/or accessories shall also be subject to the full terms of such guarantee.

- J. **FORM PURCHASE AGREEMENT:** A blank form of MWDOC's approved Purchase Agreement is Attachment B to this Request for Bids. MWDOC will provide the selected Vendor with a completed Purchase Agreement for execution that is based on Attachment B and the deal points established in the selected Vendor's submittal. Each Vendor shall review Attachment B and note any material exceptions or objections to Attachment B in its submittal.

- K. **PUBLIC RECORD:** Be advised that **all** information contained in Bids submitted in response to this solicitation **shall** be subject to the California Public Records Act (Cal. Gov. Code, § 6250 et seq.), and all use and disclosure of this information is governed by this Act. Vendors are encouraged to include confidential information in their submittals only if, and to the extent, it is material to their Bid.

Those elements in each Bid submittal which the Vendor considers to be confidential "trade secrets," as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt from disclosure under the Act, should be prominently marked as confidential "PROPRIETARY," "TRADE SECRET," or "FINANCIAL" by the Vendor. Blanket-type identification designating whole pages or sections as containing proprietary information, trade secrets or confidential financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential financial information must be clearly identified as such.

Nothing in this Section requires MWDOC to assert an exemption under the Public Records Act for records so identified by Vendor. MWDOC reserves all rights to review and analyze each record and respond accordingly. MWDOC will use its best

efforts to inform the Vendor of any requests for disclosure of such documents.

In the event of litigation concerning disclosure of information the Vendor considers exempt from disclosure, MWDOC will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If MWDOC is required to defend an action arising out of a Public Records Act request for any portion of the Vendor's Bid that the Vendor asserts is nondisclosable as a "TRADE SECRET," "PROPRIETARY" or "FINANCIAL" record, Vendor shall defend and indemnify MWDOC from any and all liability, damages, costs, and expense, including attorneys' fees.

To ensure confidentiality, Vendors shall enclose all confidential "PROPRIETARY," "TRADE SECRET," or "FINANCIAL" information in separate sealed envelopes, which shall then be included within the sealed Bid documents.

- L. **NEW EQUIPMENT:** All equipment, components, and/or individual parts that will be used in the manufacture of the Trailers or otherwise delivered in conjunction with this Request for Bids shall be new. No used or refurbished equipment or components will be accepted. Inclusion of used or refurbished equipment in a bid may be grounds for rejection of the bid by MWDOC.

The Vendor shall provide instructional, maintenance and operator's manuals.

- M. **DHS HOMELAND SECURITY GRANT PROGRAM:** This project is funded by a Department of Homeland Security Grant Program Fiscal Year 2015 Urban Area Security Initiative Grant. Therefore, Vendors shall familiarize themselves with the grant and applicable guidelines and federal regulations in order to ensure compliance with such. Grant program guidelines are outlined in the "FY2015 Urban Areas Security Initiative Grant Program: Anaheim/Santa Ana UASI Sub-Recipient Grant Guide Standard Operating Procedures, Policies, and Forms" (Attachment C).

This solicitation is pursuant to above mentioned grant that provides a fixed amount of financial assistance. The goal of the purchase is to have the Bids fully satisfy the technical provisions of this solicitation and to maximize the number of Trailers that MWDOC can acquire for the available grant funds totaling \$100,000.00.



## SECTION 3 – SPECIAL PROVISIONS

- A. MATERIALS AND EQUIPMENT:** The Vendor shall provide a listing of proposed materials and equipment to be utilized in the manufacturing of the Trailers (see Equipment/Material Source Information Form in Section 5).

For convenience in designation in the Technical Specifications (Section 4), certain articles or materials to be incorporated in the Trailers may be designated under a brand name or the equal thereof or the name of a manufacturer and its catalogue information or the equal thereof. Such designations are intended to be descriptive, but not restrictive, and are to indicate the quality and characteristics of articles and materials that will be satisfactory. The use of alternative articles or materials that are of equal quality and of the required characteristics for the purposes intended will be permitted, subject to the requirements listed below.

It is expressly understood and agreed by the Vendor that, in so awarding this Contract, MWDOC reserves the right to reject any specific material or equipment if determined to not meet the specifications. It is further expressly understood and agreed by Vendor that in the event MWDOC rejects a proposed product, the Vendor will then supply either a product designated by brand name in the Contract Documents or a substitute therefore that meets the approval of MWDOC.

The Project Manager, or designee, shall be the sole judge as to the quality and suitability of proposed alternative articles or materials, and her decision shall be final and conclusive. Unless extended by the mutual agreement of the parties, the Project Manager shall notify the successful Vendor of the decision concerning the proposed substitution of "equal" items within thirty (30) days after the submission by the Vendor of the Vendor's substantiating data. All such decisions by the Project Manager, or designee, shall be in writing, and no proposed alternative product shall be deemed approved unless the Project Manager has so indicated in writing.

The time limitations contained in this Section must be complied with strictly, and in no case will an extension of time for completion be granted because of the Vendor's failure to request the substitution of an alternative item at the times and in the manner set forth herein.

- B. PROPOSED SCHEDULE:** The selected Vendor shall commence work on a date to be specified in a written "Notice to Proceed" (NTP) issued by MWDOC, and shall complete all work pursuant to the Contract and as directed by the Project Manager. The Vendor shall not commence until all coordination requirements have been met and the Contract has been fully executed by MWDOC.

The award of a Contract shall be conditioned upon the timely furnishing of

properly executed Contract as specified herein to MWDOC. No extension of time will be granted for delays in execution and delivery of Contract and bond documents by the Vendor.

It is important for the Vendor to recognize that this purchase has a strict timeline associated with its funding, requiring a rigorous adherence to the project schedule that must be met, including any delays due related to inspections and defective work.

- C. TRAINING:** Upon delivery of the Trailers, the selected Vendor will provide training on the Trailer components to the receiving agencies. Vendor shall be available for one 8-hour day in order to provide each receiving agency with training on the trailers and trailer components. MWDOC may videotape the training provided by Vendor at MWDOC's cost.

## SECTION 4 - TECHNICAL PROVISIONS

- A. GENERAL CONCEPTS:** The Municipal Water District of Orange County has received grant funding to purchase up to 10 diesel fuel trailers depending on price per trailer. The primary purpose of the trailers are to move diesel fuel from fueling stations to deployed generators or heavy equipment. Often times the deployed generators or equipment will be in areas that are only accessible by dirt or unfinished roads. The trailers would primarily be filled from traditional gas pumps at government agency yards or public gas stations. Additionally, the trailers should be capable of being filled by lowering a suction hose into underground fuel tanks that do not have power to pump fuel in a traditional method due to a disaster or large power outage.

This specification defines the minimum requirements for an emergency diesel fuel trailer. In all aspects, the delivered trailer must comply with all federal and state laws applicable to this type of equipment. Any exceptions to the below listed specifications shall be documented on the Exceptions Form within the Bid Documents in Attachment A.

- B. REGULATIONS:** The Vendor shall ensure that that the trailers are in compliance with all applicable federal and state statutory and regulatory requirements including, but not limited to:
- a. California Division of Occupational Safety and Health (CAL OSHA) standards
  - b. California DMV and the U.S. Department of Transportation
  - c. National Highway Transportation Safety Administration Requirements For Manufacturers Of Motor Vehicles And Motor Vehicle Equipment
  - d. 49 CFR 172.101 (HazMat Table)
  - e. 173.241 (Bulk packaging for low-hazard liquids) for use with diesel (UN1202/NA1993)
  - f. Title 49 of the Code of Federal Regulations is Transportation/DOT.

In case of conflict between regulations, the most stringent shall apply. Vendor is responsible for ensuring that equipment will meet all licensing and regulatory requirements.

- C. GENERAL TRAILER SPECIFICATIONS:** These are the minimum specifications. The specifications may be superseded by an “or equivalent” or a modification that shall meet the project intent and identified regulations.

**a. Diesel Fuel Tank**

- i. 500 Gallon (can be 500-999 gallon capacity)
- ii. Double-wall Construction (UL Approved)
- iii. Provides 100% secondary containment
- iv. Baffled tank
- v. Double seam welded (inside and out)
- vi. All tanks tested to 3 PSI and properly vented for pressure/vacuum relief (“normal” and emergency vents)
- vii. Vented Fill Cap, lockable
- viii. Powder Coat Finish on Tank & Trailer
- ix. Placard Kit for Product I.D.
- x. 2” Emergency Vent

**b. Filling/Dispensing Equipment:**

- i. Local, State and Federal compliant dispensing equipment
- ii. All pumps, hoses, nozzles and accessories carry the appropriate UL, API, and/or NFPA ratings.
- iii. Pumps are explosion-proof
- iv. Hose is non-conductive to reduce risk of static buildup and arcing and will have an embedded static wire for spark-free dispensing.
- v. Fuel Filter (Spin-On) W/Mount
- vi. 35 GPM High Output Battery Power Fuel Transfer Pump Dual Voltage 12/24 Volts, with High-Flow Nozzle and 1 Gallon Flow Meter Fill-Rite Model #FR311VB or equal.
- vii. Fuel Meter; At-A-Glance Tank Level Gauge
- viii. Hose Reel, Spring Rewind w/50’ X 1” UL Hose, w/Manual Nozzle plumbed and ready for dispensing.

- ix. Suction hose, 2" petroleum hose, RP1. For trailer tank suction transfer of diesel fuel from underground storage tank(s). Hose in 25" length shall be supplied with aluminum quick coupler connections. Female Camlock Coupler on one end of the hose, no coupling on the other end of the hose. Matching Male Adapter will be supplied and installed on the trailer tank fuel transfer pump as described. Hose end without coupling will be outfitted with a diesel fuel suction screen. Contractor shall plumb the tank mounted fuel pump and meter/dispensing nozzle to be used as a combination fill and dispensing pump. From the suction end of the pump, install a 2"x2" steel nipple, tee, close nipple with associated ball valves rated for use with diesel fuel. From the ball valve, a 2"x2" nipple threaded into the trailer mounted tank with the appropriate suction tube and check valve per manufactures recommendations. From the tee, thread a 2" close nipple with ball valve. From the ball valve, an additional close nipple into the Male Adaptor Quick Coupling per section

**c. Trailer Mounted**

- i. Heavy Duty Tongue Jack
- ii. Welded Tie Down Rings
- iii. Heavy-Duty Steel Chassis
- iv. Steel Fenders & Decking
- v. Heavy Duty Adjustable Hitch with Pintle/Lunette Ring
- vi. Electric Brakes with Breakaway Safety System; 7-pin RV-style connector
- vii. Heavy Duty ST Trailer Tires
- viii. Fully compliant DOT lighting, placarding, and reflective tape
- ix. Chemical resistant, long-lasting, and environmentally friendly powder coat finish
- x. Tandem axles: 2 x 3500 lb. rating = 7000 lb. GVWR
- xi. Tanks are bolted to angle iron cross members supports.
- xii. Engineered for safe towing, empty or full.

- xiii. Trailers built for off road conditions
- xiv. Off-Road Package 16" Super-Duty Tires & Wheels
- xv. Fire Extinguisher(s), Mounted
- xvi. Mounted Tool Box
- xvii. Pump / Hose Enclosure Compartment
- xviii. LED or Halogen Work Lights, Installed
- xix. Suction hose containment/storage tube with end caps.

d. **Additional Materials**

- i. On Board Battery Kit: Deep-Cycle Battery, Box, Charger
- ii. Spill Kits; Universal or Oil-Only
- iii. Wheel Chocks
- iv. Painted on Trailer: "Fuel Emergency Response Mutual Aid Equipment purchased with funds provided by the U.S. Department of Homeland Security"

**ATTACHMENT A - BID DOCUMENTS**

## **BID PACKAGE**

By

(VENDOR)

FOR PROCUREMENT OF DIESEL FUEL TRAILERS AT  
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

Date: \_\_\_\_\_

To: **Municipal Water District of Orange County**

**Kelly Hubbard**

Transmitted Via Email: [KHubbard@mwdoc.com](mailto:KHubbard@mwdoc.com)

**RE: BID FOR PROCUREMENT OF DIESEL FUEL TRAILERS**

In accordance with your "Request for Bids for Procurement of Diesel Fuel Trailers" to be reviewed on Wednesday, May 25, 2016, we (or I) propose to furnish all the necessary labor, materials, power, equipment, tools, transportation, training and supervision for the work designated in accordance with this Bid for the following sums, which shall include California State Sales Tax and all other taxes legally chargeable in connection with furnishing and delivering the required material.



## **BIDDING INSTRUCTIONS**

1. Vendor must fill in all blank spaces and give prices in figures.
2. The project shall be bid so as to provide for the complete contraction of the entire project under one contract.
3. In the event of any ambiguity, unit price shall take precedence over total price and the bid item process shall take precedence over the grand total.
4. The Vendor shall complete and submit with the Bid all forms specified in the Specification Table of Contents on the Form provided by MWDOC.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **BID PRICE**

All Bid prices shall be stated in "firm fixed price" amounts, F.O.B., Fountain Valley, California, for providing **all** required items, including all applicable fees/charges/taxes. All prices proposed on this schedule shall remain valid for acceptance through 120 days after the closing dates (see Section 2A). Additionally, MWDOC is requesting that the Vendor further itemize all major elements of costs associated with the supply and delivery of the Trailers, including: cost of major components, delivery, fees for registrations, etc. in an attached document.

### **Base Bid Items**

#### **Item No. 1 – Diesel Fuel Trailers**

Furnish all labor, equipment and materials necessary to provide ten (10) Diesel Fuel Trailers (including Operational, Instructional, and Maintenance Manuals), complete as specified in Section 4, and delivered to MWDOC.

**Lump Sum Price** (In Figures)                      \$ \_\_\_\_\_

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#### **Item No. 2 – Diesel Fuel Trailer Registration and Equipment Warranties**

Provide trailer registration and equipment warranties as specified in Section 4 above.

**Lump Sum Price** (In Figures)                      \$ \_\_\_\_\_

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#### **Grand Total of All Base Bid Items**

Total of Base Items No 1 and 2 based on the lump sum prices noted above.

**Lump Sum Price** (In Figures)                      \$ \_\_\_\_\_

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### **Optional Bid Items**

The following items are optional and may be included at MWDOC's discretion:

#### **Optional Item No. 1 – Additional Diesel Fuel Trailers**

Furnish all labor, equipment and materials necessary to provide for each (1) additional, if ordered at time of Award, Diesel Fuel Trailers (including Operational, Instructional, and Maintenance Manuals), complete, including trailer registration and equipment warranties as specified in Section 4 above and delivered to MWDOC.

**Per Unit Price** (In Figures)                      \$ \_\_\_\_\_

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## **BID SCHEDULE & WARRANTIES**

### **Length of Time to Delivery**

All deliverables will be delivered within 180 days of the commencement date specified in the Notice to Proceed.

### **Expected Delivery Timeframe:**

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### **Warranty**

Standard Warranties provided by Manufacturers (Please submit full text of terms and conditions of manufacturer's standard warranty). Add price for additional extended warranty beyond manufacturer's warranty (if any); this is an optional element that may be offered by the Provider. Please submit full text of terms and conditions of proposed extended warranty. Add additional lines and/or pages as necessary.

Component Covered by Standard Warranty	Cost of Proposed Extended Warranty	Duration of Proposed Extended Warranty

## VENDOR INFORMATION

1. Legal name of Vendor:
2. Street Address:
3. Mailing Address:
4. Web Address:
5. Business Telephone:
6. Facsimile Telephone:
7. Type of Business:

Sole Proprietor  Partnership  Corporation

Other:

If corporation, indicate State where incorporated:

1. Business License number issued by the City where the Supplier's principal place of business is located.  
Number:      Issuing City:
2. Federal Tax Identification Number:
3. Vendor's Assigned Representative:
4. Assigned Representative's Office Phone Number:
5. Assigned Representative's E-Mail Address:

## REFERENCES

The following information should contain persons or entities familiar with the Vendor's Work. The Vendor shall list at least three (3) references for which similar equipment has been provided within the last three (3) years.

1. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Product: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_
2. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Product: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_
3. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Product: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

## EQUIPMENT/MATERIAL SOURCE INFORMATION

The Vendor shall list the name of the manufacturer or supplier of all equipment or materials proposed to be furnished under the Bid. Failure to comply with this requirement will render the Bid informal and may cause its rejection. Awarding of the Contract under this Bid will not imply approval by MWDOC of the manufacturers or suppliers listed by the Vendor. After the opening of Bids, no changes or substitutions will be allowed without written approval of MWDOC.

<u>Section No.</u>	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## EXCEPTIONS FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Bids," including the Technical Specifications or Purchase Agreement attached as Attachment B, list the exceptions below that your firm would like considered with your proposal. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR BID.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as needed.)*

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### LIST OF SUBVENDORS (IF ANY)

Vendor shall identify its sub-vendors, key suppliers and sub-consultants (collectively “Sub-Vendors”) in the table below. Vendor shall identify the role that each firm will play in the delivery of the Trailers.

Name Under Which Specific Sub-Vendor is Licensed and License Number	Address and Phone Number of Office, Mill or Shop	Approx. Dollar Value of Sub-Contract	Description of Subcontract and Role in Delivery	MBE or WBE? (Y/N)



## ATTACHMENT B - PURCHASE AGREEMENT

This AGREEMENT ("Agreement") is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY** ("MWDOC"), a municipal water district, and \_\_\_\_\_ ("Vendor"), a \_\_\_\_\_ [**\*SPECIFY ENTITY TYPE; E.G. CALIFORNIA CORPORATION\***] (all parties referred to herein collectively as "Parties" and individually as "Party").

### TERMS

In consideration of the mutual understandings contained in this Agreement, and other good, valuable and sufficient consideration, the Parties hereto agree as follows:

- 1. TRAILER.** Vendor agrees to sell, and MWDOC agrees to purchase, [**\*INSERT #\***] Diesel Fuel trailers, as more specifically described in the Request for Bids and the accepted Bid ("Trailers"), Exhibit A, for the total Purchase Price and individual Trailer price therein stated, inclusive of any applicable taxes. This Purchase Price shall include delivery of the Trailers to Municipal Water District of Orange County, 18700 Ward Street, Fountain Valley, California, 92708 and Vendor shall bear all liability and responsibility for damage to the Trailers prior to delivery. This Purchase Price shall be paid by MWDOC individually for each Trailer within thirty (30) days of the acceptance of the Trailer by MWDOC following MWDOC's Inspection, as provided herein.
- 2. CANCELLATION & TITLE TRANSFER.** Vendor shall furnish a clear title on or before five (5) days after delivery. Notwithstanding any provision of this Agreement to the contrary, MWDOC may cancel this Agreement in its sole discretion and without penalty if Vendor fails to deliver the Trailers as provided herein on or before 180 days from the commencement date specified in the Notice to Proceed ("Delivery Date"). MWDOC may also revoke its approval of this Agreement if Vendor has not furnished MWDOC with an executed version of this Agreement and all required supporting documents by July 1, 2016.
- 3. DELIVERY.** Vendor shall deliver the Trailers in new condition, all transportation charges prepaid, subject to the approval of MWDOC pursuant to MWDOC's Inspection, as described herein, at a location designated by MWDOC, in Orange County, California (18700 Ward Street, Fountain Valley, California, 92708). All costs for delivery, drayage, freight, insurance and for the packaging of the Trailers are to be borne by Vendor. Should there be, at any time, a decrease in price of the Trailers; a corresponding decrease will be made in the prices quoted. Vendor shall notify MWDOC by letter in the event of any such decline in prices. All material delivered will be subject to inspection and approval of MWDOC as provided herein.

4. **WARRANTY.** Vendor expressly acknowledges and warrants the Trailers are subject to the warranties described in its Bid. The vehicle/equipment shall have a minimum of one year “bumper to bumper” warranty against any and all defects in materials and workmanship. The warranty shall cover all parts and labor charges, as well as any taxes and freight costs. Warranty shall begin at the “in-service” date, which is hereby defined as the date that the Supplier has supplied all required hardware.
  
5. **LIQUIDATED DAMAGES.** All time limits stated in this Agreement shall be in calendar days. Should delivery of all Trailers specified in the Notice to Proceed not be completed on or before the Delivery Date stipulated herein, it is mutually agreed and understood by and between MWDOC and Vendor that:
  - a. A delay could seriously affect the operation and availability of MWDOC’s program for providing Diesel Fuel to areas in need during emergency restoration operations.
  - b. It is impractical and extremely difficult to determine the actual damage MWDOC will sustain by reason of such delay.
  - c. There will be a reduction in the Purchase Price for the amount of one hundred dollars (\$100) per calendar day, per Trailer, for exceeding the Delivery Date set forth in this Agreement. This is the nearest measure of damages for such delay that can be fixed at this time.
  - d. MWDOC and Vendor hereby establish said reduction in the Purchase Price of one hundred dollars (\$100) per calendar day for each and every day of delay, for each Trailers, as liquidated damages and not as a penalty or forfeiture for breach of Agreement to complete delivery by Vendor on or before the Delivery Date specified in this Agreement.
  - e. Should Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act or omission of MWDOC, or by strikes, fire or act of God, then the time for delivery shall be extended for period as may be agreed upon by MWDOC and Vendor.
  
6. **CONDITIONS OF SALE.** MWDOC's obligation to purchase the Trailers and Vendor's obligation to sell the Trailers pursuant to this Agreement are conditioned on each of the following:
  - a. MWDOC's Inspection. MWDOC shall have twenty (20) days from the date of delivery to inspect the Trailers for their suitability and feasibility for MWDOC's intended use ("MWDOC's Inspection"). Upon delivery, MWDOC shall conduct a final visual inspection of the Trailers to ensure the acceptability of the Trailers to MWDOC. The Trailers will be given a complete inspection by MWDOC, which may include road or operations

tests. Within the twenty (20) days allocated for MWDOC's Inspection, MWDOC may provide Vendor with a list of defects, if any, for correction within twenty-one (21) days or as otherwise agreed upon by the Parties. The Trailers will be re-inspected under this same schedule each time they are corrected and returned to MWDOC until all defects are corrected. MWDOC's investigation shall include, but not be limited to, (a) investigations or analyses of applicable laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, location or suitability of the Trailers or condition thereof; (b) the extent or condition of title to the Trailers; and (c) all other matters concerning the condition, use, or sale of the Trailers. MWDOC may reject and return at the risk and expense of Vendor any Trailers that may be defective or fail to comply with the Specifications. If rejected, the Trailers will be held for disposition at the expense of Vendor.

- b. Title. MWDOC's obligation to purchase the Trailers and Vendor's obligation to sell the Trailers pursuant to this Agreement are conditioned on the conveyance to MWDOC of good and marketable title to the Trailers not subject to any liens or encumbrances. At the Time of Purchase, title to the Trailers shall pass to MWDOC as evidenced by the Vendor's delivery to MWDOC of a Certificate of Title and a Permanent Trailer Identification Card.
- c. Failure or Change of Conditions. Should any of Vendor's or MWDOC's Conditions of Sale specified in this Agreement fail to occur or materially change prior to the date established herein for the Time of Purchase, MWDOC shall have the power, exercisable by giving written notice to the Vendor, to waive the condition or terminate this Agreement as provided herein.
- d. Termination. This Agreement may be terminated at any time by MWDOC upon written notice by MWDOC to the Vendor, if MWDOC does not approve of the condition of the Trailers during either MWDOC's Inspection or prior to MWDOC's Final Acceptance. Either Party may terminate this Agreement in the event of a material breach of this Agreement and a failure to cure such breach within fifteen (15) days of written notice of such breach.
- e. Effect of Termination. In the event this Agreement is terminated after delivery of Trailers but before Time of Purchase, the cost of returning the delivered Trailers to Vendor shall be borne by the Party responsible for the event or nonevent leading to the termination.

## 7. INVENTIONS, PATENTS AND COPYRIGHTS.

- a. Reporting Procedure for Inventions. If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the VENDOR shall report the fact and disclose the Invention promptly and fully to MWDOC. If applicable, the Federal Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). VENDOR hereby agrees to be bound by the Policy, and will contractually require its personnel and any sub Vendor to be bound by the Policy.
- b. Rights to Use Inventions. The City of Santa Ana shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.
- c. Copyright Policy
  - i. Unless otherwise provided by the terms of the Grant Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the City of Santa Ana, at the City's discretion, may copyright the Material. If the City of Santa Ana declines to copyright the Material, it shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
  - ii. The Federal Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
  - iii. VENDOR shall comply with 24 CFR 85.34, "Copyrights."

- d. Rights to Data. The Federal Grantor and the City of Santa Ana shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).
- e. Obligations Binding on Sub Vendors. VENDOR shall require all sub Vendors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

**8. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM.** VENDOR shall provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all subcontracts, including procurement, construction and personal services.

**9. PUBLIC RECORDS ACT.** MWDOC is a public agency subject to the California Public Records Act (Ca. Gov. Code, § 6250 et seq.) (Act). All requests for records related to this Agreement will be handled pursuant to the Act.

**10. CONFLICT OF INTEREST.**

- a. The VENDOR covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the sub Vendor; or where the selection of sub Vendors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
  - 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - 2. The sub Vendor is someone with whom such person has or is negotiating any prospective employment; or
  - 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the

subcontract.

- b. Definitions:
1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
  2. The term "financial or other interest" includes but is not limited to:
  3. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  4. Any of the following interests in the sub Vendor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- c. The VENDOR further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential sub Vendor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- d. The VENDOR shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Vendor.
- e. Prior to obtaining MWDOC'S Approval of any subcontract, the VENDOR shall disclose to MWDOC any relationship, financial or otherwise, direct or indirect, of the VENDOR or any of its officers, directors or employees or their immediate family with the proposed sub Vendor and its officers, directors or employees.
- f. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the VENDOR, State of California, and Federal regulations regarding conflict of interest.
- g. The VENDOR warrants that it has not paid or given and will not pay or give

to any third person any money or other consideration for obtaining this Agreement.

- h. The VENDOR covenants that no member, officer or employee of VENDOR shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- i. The VENDOR shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "sub Vendor" for the term "VENDOR" and "sub Vendor" for "sub Vendor."

**11. INCORPORATION BY REFERENCE OF GRANT AGREEMENT.** Pursuant to Section 413(a)(7) of the "Agreement for Transfer or Purchase of Equipment/Services or for Reimbursement of Training Costs for FY2011 Urban Areas Security Initiative (UASI)" between the City of Santa Ana and MWDOC, dated December 14, 2011 (Grant Agreement, Exhibit B), the terms of the Grant Agreement are hereby incorporated by reference and binding on the VENDOR.

**12. NONDISCRIMINATION AND AFFIRMATIVE ACTION.** VENDOR shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Santa Ana. In performing this Agreement, VENDOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. VENDOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- a. If required, VENDOR shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.
- b. Any subcontract entered into by VENDOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

**13. SUSPENSION AND DEBARMENT.** VENDOR shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and VENDOR shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to MWDOC concurrent with the execution of this Agreement and shall

certify that neither VENDOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. VENDOR shall require that the language of this Certification be included in the award documents for all subcontracts at all tiers and that all sub Vendors shall certify accordingly. (Suspension and Debarment Form, Exhibit C)

14. **PATENT PROTECTION.** To the extent any component, item or material used in the manufacture of the Trailer is not manufactured pursuant to a design originated by MWDOC, Vendor agrees it will save MWDOC and its Directors, employees and agents harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States or foreign patents with respect to such components, items or materials, and that Vendor will, at its own expense, defend any action, suit or claim in which such infringement is alleged. MWDOC agrees to notify Vendor promptly of any suit or claim against MWDOC for any alleged infringement of patent.
15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES; HOLD HARMLESS.** All of the representations and warranties of MWDOC and Vendor made in conjunction with and pursuant to this Agreement shall survive the Time of Purchase. Vendor agrees to indemnify, defend, protect and hold MWDOC harmless from any claim, demand, liability, loss or cost (including reasonable attorneys' fees) that MWDOC may sustain arising out of any breach of or inaccuracy in Vendor's representations and warranties. MWDOC agrees to indemnify, defend, protect and hold Vendor harmless from any claim, demand, liability, loss, or cost (including reasonable attorneys' fees) that Vendor may sustain arising out of any breach of or inaccuracy in MWDOC's representations and warranties.
16. **BEST EFFORTS.** MWDOC and Vendor shall act in good faith and use their best efforts after the date hereof to ensure that their respective obligations hereunder are fully and punctually performed. MWDOC and Vendor shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.
17. **GOVERNING LAW.** This Agreement is made and entered into, and shall be governed by, the laws of the State of California without giving effect to any conflict of law provisions. Venue shall be solely and exclusively in Orange County, California.
18. **NOTICE.** Any notice, payment or instrument required or permitted by this Agreement to any Party shall be deemed to have been received when personally delivered to any Party or seventy-two (72) hours following mailing of the same, first class, postage prepaid, addressed as follows:



MWDOC: Municipal Water District of Orange County

18700 Ward Street

Fountain Valley, CA 92708

Attn: General Manager

Vendor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

19. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.
20. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the authorized successors and assigns of the Parties hereto, provided that Vendor may not assign or delegate this Agreement or its rights or obligations hereunder without MWDOC's written consent.
21. **EXHIBITS.** All exhibits are incorporated by reference as if fully set forth herein.
22. **ENTIRE AGREEMENT.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters, including but not limited to Vendor's proposal dated \_\_\_\_\_. **[\*INSERT DATE OF BID FOR IDENTIFICATION\*]** Each Party acknowledges that no party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.
23. **MODIFICATION.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is memorialized in a written change order and signed by both Parties.
24. **WAIVER.** No waiver by MWDOC or Vendor of a breach of any of the terms, covenants or conditions of this Agreement by the other Party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by

MWDOC or Vendor hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall effect a default other than as specified in such waiver. The consent or approval by MWDOC or Vendor to or of any act by the other Party requiring the consent or approval of the first Party shall not be deemed to waive or render unnecessary such Party's consent or approval to or of any subsequent similar acts by the other Party.

- 25. **ATTORNEYS' FEES.** If any Party to this Agreement commences an action against another Party to this Agreement, 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, expert fees and all other costs of such action.
- 26. **COUNTERPARTS.** This Agreement may be executed in counterparts and all counterparts so executed shall constitute one agreement binding on all the Parties hereto. It shall not be necessary for each Party to execute the same counterpart hereof.
- 27. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.
- 28. **SIGNATURE AUTHORITY.** By signing below, the undersigned acknowledge and represent that they have been authorized to execute this Agreement on behalf of their respective Party.

**MUNICIPAL WATER DISTRICT OF  
ORANGE COUNTY**

**[\*INSERT VENDOR NAME\*]**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A – TRAILER DESCRIPTION**

(Description is within the Request for Bid and successful bid package,  
which will be attached at the time of contract.)

**EXHIBIT B - "AGREEMENT FOR TRANSFER OR PURCHASE OF  
EQUIPMENT/SERVICES OR FOR REIMBURSEMENT OF TRAINING COSTS FOR  
FY2011 URBAN AREAS SECURITY INITIATIVE (UASI)" BETWEEN THE CITY OF  
SANTA ANA AND MWDOC**

**(Will be attached to final Purchase Agreement. Available upon Request.)**

**EXHIBIT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
Authorized Agent Signature

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

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

\_\_\_\_\_  
Title

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT C - FY2011 URBAN AREAS SECURITY INITIATIVE GRANT  
PROGRAM: ANAHEIM/SANTA ANA UASI SUB-RECIPIENT GRANT GUIDE  
STANDARD OPERATING PROCEDURES, POLICIES, AND FORMS**

**(Will be attached to final Purchase Agreement. Available upon Request.)**