

January 18, 2024

#### SUBJECT: REQUEST FOR PROPOSALS (RFP) 24-050SB

The City of Corona Utilities Department (UD) (City) invites qualified proposals for:

#### **Utilities Department Electrical Installation and Maintenance Repair Services**

Parties interested in obtaining a copy of this RFP 24-050SB may do so by registering with PlanetBids as a City of Corona vendor by visiting the PlanetBids Vendor Portal: <a href="https://www.planetbids.com/portal/portal.cfm?CompanyID=39497">https://www.planetbids.com/portal/portal.cfm?CompanyID=39497</a>. Registered vendors can download a copy of this RFP 24-050SB and supporting documents at no cost and receive addenda and other notifications when issued.

Closing: Proposals shall be submitted electronically before 10:00 AM, February 20, 2024 through the PlanetBids Vendor Portal. It is the Contractor's responsibility to allow sufficient time to complete and upload its proposal, including all documentation required by this RFP, prior to the stated deadline. Electronic submission cannot be completed unless the Contractor properly uploads all required documents.

The City will only consider electronic proposals that have been transmitted successfully and issued a time stamped confirmation number from PlanetBids indicating the proposal was successfully transmitted. **Transmission of proposals by any other means will not be accepted.** Contractors 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 the Contractor to successfully transmit an electronic proposal shall be at the Contractor's sole risk and no relief will not be given for late or improperly submitted proposals.

Contractors experiencing technical difficulties with the proposal transmission process should contact PlanetBids Support at (818) 992-1771. Contractors 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 proposal submission date and time.

Before the Contract is awarded, the successful bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: California Contractors State License Board: C-10 – Electrical Contractor.

The work is subject to the payment of not less than prevailing wages pursuant to Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"). The Director of the Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request from the City or online at http://www. dir. ca. gov/dlsr. A copy of these rates shall be posted by the successful bidder at the job site.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a bid proposal for this contract unless registered with the DIR pursuant to Labor Code section 1725. 5. Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725. 5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

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

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

#### Signed,



#### **Scott Briggs**

Lead Purchasing Specialist, Finance Department, City of Corona 400 South Vicentia Avenue, Suite 320 Corona, CA 92882

Office: 951-736-2369 | www.CoronaCA.gov





January 18, 2024

#### SUBJECT: REQUEST FOR PROPOSALS (RFP) 24-050SB

#### **SECTION I**

#### **INVITATION**

The City of Corona Utilities Department (UD) (City) invites proposals from qualified Contractors for:

#### **Utilities Department Electrical Installation and Maintenance Repair Services**

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

#### **Tentative Milestones RFP Calendar**

(Subject to change at City's discretion)

<ol> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> </ol>	Issue RFP on Planet Bids Written Questions from Contractor Due on Planet Bids Responses from City Due Proposals Due Proposal Evaluation Completed Council Action City P.O. + Notice to Proceed	
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#### **SECTION II.**

#### RFP INSTRUCTIONS

#### A. Proposal Format

The proposal should consist of the following sections, at minimum. Supplemental information beneficial to the proposal is acceptable as attachments or Appendices if directly applicable. Contractors are encouraged to be concise with the company background and experience sections and focus on experience providing electrical installation and maintenance repair services.

- 1. Project Understanding & Approach
- 2. Work Plan
- 3. Labor Hour Estimate and Fee Proposal (Break down job classification and type of costs by amount and/or rates)
- 4. Summary of Experience
- 5. Appendices

#### B. Examination of Proposal Documents

By submitting a proposal, Contractors represent they have thoroughly examined and become familiar with the work required under this RFP, have reviewed and understand the RFP objectives and can perform quality work to achieve the City's objectives.

#### C. Addenda

Substantive City changes to the requirements will be made by written addendum. Any written addenda issued pertaining to this RFP 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 proposal Due Date and Time. Contractors shall access any and all Addenda from the electronic bidding system's Addenda & Email tab for this RFP.

All registered vendors with a status of either bidder or non-bidder that have downloaded a copy of this RFP 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 Contractors to ensure they have received all addenda prior to submitting a proposal. To this end, each Contractor should contact the City's Purchasing Division prior to the proposal due date to verify receipt of all Addenda issued. Contractors shall acknowledge receipt of all Addenda when submitting their electronic proposals.

#### D. Clarifications

#### 1. Examination of Documents

Should a Contractor require clarifications to this RFP, Contractor 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 RFP, the City shall issue a written addendum clarifying the matter.

#### 2. **Submitting Requests**

Contractors 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. Contractor questions must be submitted no later than 5:00 PM, January 26, 2024. Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

#### 3. <u>City Responses</u>

- 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 RFP 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 proposal due date and time, the proposal due date will be extended.

#### E. Submission of Proposals

#### 1. Date and Time

All proposals shall be submitted no later than 10:00 AM, February 20, 2024.

#### 2. Electronic Submission

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

#### 3. Acceptance of Proposals

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

#### F. Proposal Withdrawal

Electronic proposals may be withdrawn by Contractor prior to the date and time set forth in Section E. 1 above. After that time, Contractors may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful Contractor(s) withdraw their proposal(s).

#### G. <u>Pre-Contractual Expenses</u>

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

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting the proposal to City;
- 3. Negotiating with City on any matter related to the proposal; or
- 4. Any other expenses incurred by the Contractor prior to date of award, if any.

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

#### H. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to request additional information from Contractors as appropriate, to negotiate with other than the selected Contractor(s) should negotiations with the selected Contractor(s) be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP.

#### **A.** Term of Contract

The contract term shall be effective on or about April 17, 2024 through June 30, 2026.

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2028
- Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2030

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

#### I. Acceptance of Order

The successful Contractor(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

#### J. Contractor Performance

It is the intent of the City to create a long-term working partnership with the Contractor. The City's representative will be completing a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form can be reviewed in Section V. This type of form will be the basis for periodic assessments by the City to establish contract performance metrics.

#### K. <u>City of Corona Business License</u>

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

 $\underline{https://www.coronaca.gov/government/departments-divisions/finance/business-license-info.}$ 

#### L. <u>Prevailing Wage</u>

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

#### M. <u>Insurance Requirements</u>

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

<u>The City's insurance requirements have been updated</u>. Contractors are encouraged to have their insurance provider(s) review the insurance requirements, pursuant to the Form of Agreement, to ensure the revised minimum coverage limits, endorsements and other requirements can be met.

Contractors shall review, complete and sign the Acknowledgment of Insurance Requirements Check Sheet included in this RFP and return with their proposal. <u>Any exceptions or deviations to the City's insurance requirements must be submitted to the City during the Questions and Answer period</u>. Contractors are cautioned that exceptions or deviations from the RFP insurance requirements may cause their proposal to be rejected as non-responsive.

### O. <u>Safety Requirements/Violations</u>

Safety at the Project sites during performance of the work is of paramount concern to the City. Accordingly, Contractors must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations. Contractors must identify the number of OSHA violations on the INDUSTRIAL SAFETY RECORD form. Any serious or willful violation may render a proposal as non-responsive. We strongly encourage full disclosure since failure to identify all violations on the INDUSTRIAL SAFETY RECORD form may result in rejection of the proposal as non-responsive or the Contractor as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the Contractor, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the proposal as non-responsive.

#### Q. Negative History

Contractor must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose, the firm must affirmatively state in its Proposal, there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

#### **R.** Public Records

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

Those elements in each proposal which proposer 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 by proposer. The City will use its best efforts to inform proposer of any request for disclosure of any such document. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

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

Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" files and as part of the file name.

#### S. Special Provisions for Services

1. <u>Accessibility</u>. Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Contractor shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

- 2. <u>Authority of the City of Corona</u>. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the Contractor hereunder.
- 3. <u>Changes in Work</u>. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
- 4. <u>Contract Incorporation</u>. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Contractor's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.
- 5. <u>Rejection of Work</u>. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

#### T. <u>Labor Compliance</u>:

#### 1. Certified Payroll Records:

In accordance with California Prevailing Wage Laws, Contractor shall keep accurate payroll records. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked, and actual wages paid to each applicable worker employed by Contractor in connection with the work. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (DLSE) of the DIR or shall contain the same information as the forms provided by the DSLE. The record of wages paid shall be certified by the Contractor and submitted with each progress payment request. Contractor shall redact the street address and all but the last four digits in the employee's social security number prior to submitting the certified payroll records to the City.

#### 2. Apprentices:

Contractor shall comply with the provisions of Section 1777. 5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The

primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

Within 10 days of award or no later than receipt of the Notice to Proceed, Contractor shall submit a copy of the completed Division of Apprenticeship Standards Public Works Contract Award – DAS 140 form to the City. Contractor shall submit copies of completed Division of Apprenticeship Standards Requests for Dispatch of an Apprentice – DAS 142 forms with the progress payment request immediately following submission to the appropriate Apprenticeship Committee in the craft or trade of the public work.

#### U. Payment (Labor and Materials Bond Requirements):

Each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000. Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.

Within ten (10) consecutive calendar days after notice of award for the individual call-out, the Contractor shall deliver to the City a Payment (Labor and Materials) Bond in the form supplied by the City. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and satisfactory to the City. The City does not require original, embossed corporate seals on any bonds. However, the City reserves the right at any time to demand an original bond with an embossed corporate seal, and Contractor shall supply such bond within seven (7) calendar days of any such request.

#### **SECTION III.**

#### **EVALUATION AND AWARD**

The City is soliciting firms and/or individuals who have established knowledge, experience providing electrical installation and maintenance repair services, and expertise in all aspects of the services requested in this RFP. The following is what the City considers important in evaluating the proposals and the assembled teams for a successful project. Minimum requirements are as follows:

#### A. EVALUATION CRITERIA

The following weighting and points in Table 1 will be assigned to the Proposal for evaluation purposes:

Table 1

Criteria	Max Points	Rating
Completeness of Response	0	Pass or Fail
Work Plan/ Work Organization	25	
Qualifications of Company and Personnel (Experience)	25	
Approach to Safety Measures	25	
Reasonableness of Cost and Price	25	
Total	100	

#### 1. Completeness of Response (Pass/Fail) - 0

a) Responses to this RFP must be complete. Reponses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.

#### 2. Work Plan/Work Organization – 25 points

The proposal must clearly indicate that the submitter has performed adequate planning to accomplish the operation and maintenance tasks as defined in the work statement.

- a) Logical and laid out in a clear and thoughtful manner
- b) Includes a complete plan to accomplish the requirements, including subcontracting
- c) Demonstrates that appropriate personnel and equipment will be positioned efficiently to fulfill requirements
- d) Innovative approach and ideas, specific methods and techniques utilized by contractor
- e) Considerate of time constraints within individual call-outs
- f) Meets all applicable guidelines as set forth in this RFP

#### 3. Qualifications of Company and Personnel (Experience) – 25 points

Category is rated based on the submitter's ability to clearly identify the following:

- a) Strength and stability of the firm and any sub-contractors
- b) Data on the level of experience in specific contracts of this type, including performance and abilities (minimum 3 examples, in addition to listing a minimum of three (3) references
- c) Key personnel's level of involvement in performing related work and/or close oversight
- d) Adequate labor commitment
- e) Demonstrated knowledge of the scope of work, capability of performing specific tasks outlined in the RFP based on similar work experience
- f) Samples of craftsmanship and quality of work for other similar projects

#### 4. Approach to Safety Measures 25 points

This category is rated based on the submitter's ability to illustrate a clear approach to safety measures:

- a) Comply with OSHA and National Fire Protection Association (NFPA) 70E requirements and applicable laws, ordinances, rules, regulations and orders
- b) Provided Injury and Illness Prevention Program (IIPP)
- c) No serious or willful OSHA violations within the past 5 years

#### 5. Reasonableness of Cost and Price - 25 points

Category is rated based on the submitter's:

- g) Value provided
- h) Reasonableness of hourly rates, labor hours, and fees to perform duties in scope of work
- i) Reasonableness based on costs for recently completed work of similar scope and size, consider travel time if applicable
- j) Responsiveness to RFP and exceptions to or deviations from RFP requirements; quality of materials to be used; value of Total Price

The City reservices the right to negotiate with each contractor a Best and Final Offer.

#### **B.** EVALUATION PROCEDURE

An Evaluation Committee comprised of City staff will be appointed to review and evaluate all proposals received in accordance with the above criteria.

During the evaluation period, the City may do any or all of the following:

- 1. Generate a "short list" and conduct interviews with the top candidates;
- 2. Conduct on-site visits and/or tours of the candidates' places of business; and
- 3. Conduct negotiations with the most qualified candidate(s).

Contractors should be aware, however, that award may be made without Contractor visits, project visits, interviews, or further discussions or negotiations.

<u>Interviews</u> – The City may interview the highest scoring proposals based on the evaluation criteria from Table 1

#### Interview Evaluation Criteria

The Interview will provide a maximum total of ten (10) points in addition to the maximum 100 points identified in Table 1. The available scoring for the Interview is as follows:

Category	Points
Presentation	1
Technical Content	2
Project Manager and Key Team Members	2
Communication Skills	1
Project Understanding	2
Flexibility to Accommodate City Needs	2
Total Maximum Points	10

#### C. AWARD

Contractors shall provide cost proposal(s) as described in Section V (8). Negotiations may or may not be conducted with Contractors; therefore, proposals submitted should contain Contractor's most favorable terms and conditions since the selection and award may be made without discussion with any Contractor. Should the City be unable to negotiate a satisfactory contract with the highest ranked Contractor, the City retains the right to terminate negotiations with the highest ranked Contractor and open negotiations with the next highest ranked Contractor.

City staff will submit a recommendation to City Council for consideration and approval of the proposal(s) evaluated by staff to be the most qualified for this project. The City anticipates making final selections and awards on or about April 3, 2024.

#### **SECTION IV.**

#### SCOPE OF SERVICES

The City of Corona Utility Department is soliciting proposals from qualifying contractors for electrical installation and maintenance repair services.

#### A. Background:

The City of Corona Utilities Department is responsible for maintaining and repairing the City's Water and Electric Facilities. This includes the maintenance of the electrical components for the water, water reclamation, reclaimed water and electrical utilities.

- The Utilities Department spent approximately \$832,187 during Fiscal Year (FY) 2022 on electrical services, including electrical plan review and design.
- The Utilities Department spent approximately \$1,075,832 during Fiscal Year (FY) 2023 on electrical services, including electrical plan review and design.

#### B. Goal/Purpose:

This Request for Proposals is being completed for the Utilities Department to award multiple contractors agreements to allow for the completion of annual electrical installation and maintenance repair services to be provided on an "as needed" basis for repairs at various locations throughout the City.

The Utilities Department completes minor repairs and/or maintenance of the City Utilities.

Major rehabilitation and construction of electrical facilities is handled by the Capital Improvement Projects Section of Public Works and is not part of this solicitation.

#### C. Scope of Work Description:

This scope of work establishes the minimum requirements for providing Electrical Installation and Maintenance Repair Services to the City of Corona Utilities Department. The Contractor is required to meet all specifications listed herein, as minimum, and is required to submit a firm fixed cost for all commodities/services. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. Contractor shall provide all labor, materials, equipment and mobilization to complete the services for the City of Corona. Non- emergency scheduled work hours are 7am to 5pm Monday through Friday excluding City observed holidays. Any approved emergency work requests will be scheduled accordingly by the City's representative.

#### Electrical – General (Less than 600 Volts) Contract Specifications

#### General

Perform Electrical – General (Less than 600 Volts) troubleshoot, repairs, maintenance, installation and removal of electric meters, and replacement as directed by the City of Corona Utilities Department, including but not limited to the following:

Electrical Service calls, both emergency and non-emergency.

- 1. Electrical repairs.
- 2. Electrical alterations and modifications.
- 3. Limited new electrical construction.
- 4. Indoor and outdoor electrical work in a variety of City of Corona Utilities Department buildings and facilities. Some buildings and facilities will be secure and require special access.
- 5. Electrical Power work, including but not limited to the following:
  - a. Circuit breaker replacement.
  - b. Disconnect replacement.
  - c. Fuse replacement.
  - d. Conduit repair, and installation, including PVC coated Rigid Conduit and fittings, PVC, flexible conduit, etc.
  - e. Wire repair and installation, including copper, aluminum, all insulation, and wire types (600 VAC and below).
  - f. Transformer removal and replacement.
  - g. Subpanel removal and replacement.
  - h. Electrical devices, including receptacles, switches, etc.
  - i. Motors, starters, and variable frequency drives.
  - j. Automatic transfer switches.
  - k. Standby power generation.
  - PLC panel building and control panel replacements Digital/analog signal installation and repairTelemetry installation and repairFiber Optic/Ethernet cable installation and repair
- 6. Lighting work, including but not limited to the following:
  - a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures.
  - b. Lamp removal and replacement, including HID, LED, fluorescent, incandescent, etc.
  - c. Ballast removal and replacement, including HID, LED, fluorescent, etc.
  - d. New lighting fixture installation, all types.

e. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Watt Stopper.

#### 7. Preventive Maintenance

- a. Arc Flash.
- b. Infrared.
- c. Coordination study.
- d. Power monitoring.
- e. Motor control center cleaning.
- f. Ground fault testing.

Note- Contractors may be required to furnish parts and equipment supplies.

#### Qualifications

In addition to complying with all applicable laws and regulations, Contractors shall have been in the same business as the same entity for a minimum of three years. Contractors must possess all valid and applicable licenses for work to be performed prior to contract award.

#### Work Hours / Response Time

Work shall typically be performed between the hours of 7:00am and 5:00pm – Monday through Friday. Some public facilities may require work to be performed after normal business hours.

Contractors providing services (as contrasted with those providing materials only) shall be available to respond to City requests for service 24 hours per day, seven days per week, with the following response times:

- Response to emergency work requests. Contractors are to provide a verbal response to the City with an estimated time of arrival within (15) fifteen minutes of the City's initial phone call. Contractor may leave a voice message on Corona Employee's return phone number. On-site arrival is to be within 2 hours.
- Response to non-emergency work requests shall be within (2) two business days.

#### Electrical – Med/High Voltage (600+ Volts) / Line Work Contract Specifications

#### General

Perform Electrical – General (More than 600 Volts) troubleshoot, repairs, maintenance, installation and removal of electric meters, and replacement as directed by the City of Corona, including but not limited to the following:

Electrical Service calls, both emergency and non-emergency.

- Equipment and component installation, repair and maintenance (common but not limited to); transformers, current transformers (CTs), fuse blocks, risers, control cabinets, switching gears, and meters
- Perform above and below ground electrical distribution
- Install, remove and/or replace both overhead wire and underground cable
- Install medium voltage splices and terminations per IEEE standards
- Remove, replace, install wooden utility poles and cross-arms
- Provide wooden utility pole integrity testing to ensure poles are in good condition
- Install guy wires on new and or existing poles as required
- Install, repair, and replace equipment pads
- PME, PMT, gas switches and other med/high voltage equipment installation, inspections and services
- Design and install temporary construction power facilities
- Calibrations
- Confined space work
- Install or repair in-ground conduit
- Install or repair electric vehicle charging equipment
- Vault construction, repair, and pumping
- Backup power
- Engineering and design services
- Update electric distribution operations circuit maps and provide to City
- Track, monitor and report on power interruptions (failures) both on the City infrastructure and/or the SCE feeders
- Preventive maintenance and inspection reports
- Coordination with SCE and other service providers

Note – Contractors may be required to furnish parts and equipment supplies.

#### **Qualifications**

In addition to complying with all applicable laws and regulations, Contractors shall have been in the same business as the same entity for a minimum of three years. Contractors must possess all valid and applicable licenses for work to be performed prior to contract award.

#### Work Hours / Response Time

Work shall typically be performed between the hours of 7:00am and 5:00pm – Monday through Friday. Some public facilities may require work to be performed after normal business hours.

Contractors providing services (as contrasted with those providing materials only) shall be available to respond to City requests for service 24 hours per day, seven days per week, with the following response times:

- Response to emergency work requests. Contractors are to provide a verbal response to the City with an estimated time of arrival within (15) fifteen minutes of the City's initial phone call. Contractor may leave a voice message on Corona Employee's return phone number. On-site arrival is to be within 2 hours.
- Response to non-emergency work requests shall be within (2) two business days.

#### **Electric Meter Services**

#### General

The City has close to 2,000 Itron Centron electric meters, The meters vary from single phase to 3-phase and are the following forms: 2S, 9S, 12S, 16S, and 25S. There are also 18 bi-directional meters. The Contractor will perform Installation and Repair services on electric meters and related equipment, including collectors and repeaters, as directed by the City of Corona, including but not limited to the following:

- Removal, installation, repair and maintenance of various meters, components and related equipment, including collectors and repeaters
- Meter testing, calibration and certification
- Retrieve Meter Image files for meter reading verification
- Program meter
- Turn power off for non-payment and back on once payment is received. Also turn power off or on for when customers move out or in at a property.
- Provide completed work order of all work performed within 24 hours. The work order must contain all meter information, date and time work was performed, and description of work completed.

Note – Contractors may be required to furnish material, equipment, and supplies. Contractors will be required to repair damages associated with meter exchanges.

#### Qualifications

In addition to complying with all applicable laws and regulations, Contractors shall have been in the same business as the same entity for a minimum of two years. Contractors must possess all valid and applicable licenses for work to be performed prior to contract award.

#### Work Hours / Response Time

Work shall typically be performed between the hours of 7:00am and 5:00pm – Monday through Friday. Some public facilities may require work to be performed after normal business hours.

Contractors providing services (as contrasted with those providing materials only) shall be available to respond to City requests for service 24 hours per day, seven days per week, with the following response times:

- Response to emergency work requests. Contractors are to provide a verbal response to the City with an estimated time of arrival within (15) fifteen minutes of the City's initial phone call. Contractor may leave a voice message on Corona Employee's return phone number. On-site arrival is to be within 2 hours.
- Response to non-emergency work requests shall be within (2) two business days.

RFP 24-050SB

Utilities Department Electrical Installation and Maintenance Repair Services

#### MANDATORY REQUIREMENTS FOR ALL ELECTRIC SERVICES

- All contractors and their sub-contractors shall wear Hard Hats,
   Safety Vests and Goggles at <u>all</u> work sites.
- Contractors shall require each of their employees to wear basic public works working attire. Contractors' Employees shall wear uniforms at all times when working on City property which clearly identifies to the public the name of the Contractor responsible for the maintenance services and the employee's name.
- Contractors shall park their vehicles and equipment to comply with all safety standards of OSHA or CAL-OSHA.
- The Contractor shall abide by the provisions of the latest edition of the Work Area Traffic Control Handbook.
- The Contractor shall promptly clean all job sites when work is completed, generated from their operations and follow all City of Corona Best Management Practices for National Pollutant Discharge Elimination System (NPDES) regulations. The City of Corona NPDES regulations may be accessed at this link:

https://www.coronaca.gov/government/departments-divisions/department-of-water-and-power/about-dwp/water-quality/water-quality-stormwater

• The Utilities Department of the City of Corona is responsible for providing emergency building, building infrastructure and equipment repair during emergency evacuation situations and requests cooperation from all contractors providing on-call services to the City of Corona. During a wide-scale emergency, firms may be contacted to provide services and/or equipment. Firms must agree that the City's request for services will be a top priority.

#### D. Minimum Qualifications

Bidder must meet these minimum qualifications at the time their proposal is submitted to the City:

1. Have a valid California contractor's license with a designation of a C-10 – (Electrical Contractor).

2. Have a current registration with the California Department of Industrial Relations.

Have five (5) years of relevant experience performing Electrical Installation and Maintenance Repair Services.

#### **SECTION V**

#### PROPOSAL CONTENT AND FORMS

#### A. <u>PRESENTATION</u>

Proposals shall be specific to this project. Lengthy narrative is discouraged and presentation should be brief and concise.

#### 1. Cover Letter

Proposals shall contain the following in a cover letter:

- a. Identification of Contractor, including name, address and telephone number;
- b. Proposed working relationship between Contractor and subContractors, if applicable;
- c. Acknowledgment of receipt of all RFP addenda, if any;
- d. Name, title, address, telephone number and email address of Contractor's contact person during the proposal evaluation period;
- e. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal;
- f. Signature of a person authorized to bind Contractor to the terms of the proposal; and
- g. Identification of proposed sub-Contractors, including legal company name, and contact person's name, address, phone number. Working relationship between Contractor and subcontractors, if applicable.

Following the cover letter, proposals should address the following items in turn:

#### 2. <u>Technical Proposal</u>:

- a. Project Approach:
  - i. Describe how your proposed approach and methodology addresses the City's needs as expressed in the RFP.
- b. Work Plan: This section must contain sufficient detail to convey to members of the evaluation team your firm's knowledge of the subjects and skills necessary to successfully complete the project.
  - i. Describe your plan for accomplishing the tasks described in the Scope of Work.
  - ii. Describe personnel working on the project, their tasks, and their time commitments.
  - iii. Describe any enhancements or procedural or technical innovations that would further the purpose and outcomes of this RFP.

#### c. Project Schedule:

i. Describe when various elements of work would be completed and when deliverables would be provided after work begins.

#### d. Deliverables:

i. Describe fully any deliverables that will be due under the contract, based on the Scope of Work.

#### 3. Experience

- a. Completed Contractor Information Form (attached)
- b. Completed Contractor Experience Form (attached)

#### c. Disclosures:

ii. Contractor must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable.

#### d. Team Structure:

iii. Describe your firm's organizational chart, identify who will have overall responsibility for the work, and include the lines of authority between team members up to this senior level.

#### e. <u>Sample Work (if applicable)</u>:

iv. Describe samples of work from other, similar projects that demonstrate your firm's capability to accomplish the work describe in this RFP.

#### 4. Safety

- a. Completed <u>Industrial Safety Record Form</u> (attached)
- b. Describe the safety measures you plan to put in place to assure the City that all applicable OSHA regulations and National Fire Protection Association (NFPA) 70E requirements will be adhered to with the inclusion of an Injury and Illness Prevention Program.

#### 5. Qualifications, Related Experience and References

This section of the proposal should establish Contractor's ability to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; professional and educational qualifications, strength and stability of the firm, staffing capability, work load, record of meeting schedules on similar projects; and supportive client references. Contractor shall:

- a. Provide a brief profile of the firm, including the types of services offered, year founded, form of organization (corporation, partnership, sole proprietorship) number, size and location of offices and number of employees;
- b. Provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Contractor's ability to complete the project;
- c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- d. Identify sub-Contractors by company name, address, contact person, telephone number, project function; and describe Contractor's experience working with each sub-Contractor; and
- e. Provide a minimum of 3 references from the projects cited as related experience. References having direct experience with proposed Construction Manager are preferred. Reference shall include the name, title, address, telephone number, and email address of the person(s) at the client organization most knowledgeable about the work performed. Contractor may also supply references from other work not cited in this section as related experience.

#### 6. Proposed Staffing and Project Organization

This section of the proposal should establish the qualifications and involvement of the proposed project staff. Contractor shall:

- a. Provide education, experience and applicable professional credentials of proposed project staff.
- b. Furnish brief resumes, not more than two pages, and at least three references, for key personnel.
- c. Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-Contractor work.
- d. Include an organization chart which clearly delineates communication/reporting relationships among the Contractor's staff.
- e. Provide education, experience, and applicable professional credentials of proposed subcontractors.
- f. Include a statement that key personnel will be available to the extent proposed for the duration of each individual call-out acknowledging that no person designated as "key" to the call- out shall be removed or replaced without the prior written concurrence of the City.

#### 7. Work Plan

Contractor shall provide a narrative which addresses the Scope of Work and shows Contractor's understanding of the City's needs and requirements. Contractor shall:

a. Describe the approach to completing the tasks specified in the Scope of Work.

- b. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- c. Furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.
- d. Provide a resource estimate of labor resources, utilizing a table projecting the labor-hour allocation for each individual call-out by task.
- e. Identify methods that Contractor will use to ensure quality control as well as budget and schedule control for each individual call-out.

Contractor may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

#### 8. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP on the Price Form where indicated. Where Contractor wishes to propose alternative approaches to meeting the City's technical requirements, these should be thoroughly explained. Contractors are cautioned that exceptions or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

#### 9. Labor Hour Estimate and Fee Proposal

Cost proposals are requested from all Contractors submitting proposals. After ranking of the Contractors by qualifications, the City will review the cost proposal and begin negotiations with the most qualified Contractor. If agreement cannot be reached, then negotiations proceed to the next most qualified Contractor. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the City. Contractor shall:

- a. Provide an hourly rate schedule (labeled as Exhibit "C" Compensation) and an hourly cost breakdown by task showing labor hours, hourly labor rates, and fees by task.
- b. Provide a total "Maximum Not-to Exceed" fee for all services to be rendered and all materials to be furnished.

Items typically negotiated include:

- a. Work plan
- b. Schedule and deadlines
- c. Products to be delivered
- d. Classification, wage rates, and experience level of personnel to be assigned
- e. Cost items, payments, and fees

#### 10. Appendices

Information considered by Contractor to be pertinent to this Project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Contractors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.** 

#### 11. Insurance

Contractors shall submit evidence of ability to provide insurance in the amounts and with coverages as required in the attached Maintenance/General Services Agreement.

#### A. <u>LICENSING AND CERTIFICATION REQUIREMENTS</u>

By submitting a proposal, Contractor 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 RFP are currently held by Contractor and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification should be included in Contractor's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.** 

#### C. PRICE FORMS

Contractor shall complete the Price Form in its entirety and state cash discounts offered. Unless <u>discount</u> payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized, and discount thereon is disallowed.

Contractor shall include in all monthly invoices the running total of the amount billed to the City and the remaining contract balance.

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

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

#### E. SB 854 REQUIREMENTS

Pursuant to SB 854, which amended the Prevailing Wage Laws, this contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no Contractor or subContractor may be listed on a proposal for this contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no Contractor or subcontractor may be awarded this contract unless registered with the DIR pursuant to Labor Code section 1725.5.

The DIR registration number for each Contractor and subContractor, if approved in advance by City, must be identified on Contractor's proposal - failure to identify this number could result in the proposal being rejected as non-responsive. It is each Contractor's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

# F. <u>FLEET COMPLIANCE CERTIFICATION/CERTIFICATES OF REPORTED</u> COMPLIANCE B 854 REQUIREMENTS

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

#### G. PROPOSAL CHECKLIST

Cover Letter
Technical Proposal
Non-Collusion Declaration
Acknowledgment of the Terms and Conditions of the City of Corona
Maintenance/General Services Agreement
Acknowledgement of Insurance Requirements Check Sheet
Completed Insurance Requirements Check List
Sample Insurance Certificate
Contractor's Statement of Past Contract Disqualifications
Contractor's Safety Record
Acknowledgment of Vendor Performance Evaluation Form
Contractor Information Form
Contractor Experience Form
Fleet Compliance Certification
RFP Acknowledgment Form

PARTY	SUBMITTING PROPOSAL:	
-------	----------------------	--

# NON-COLLUSION DECLARATION (TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL)

The undersigned declares:		
I am the	[proposer], the party making the forego	_ [title] o
partnership, company, association, collusive or a sham. The proposer proposer to put in a false or sham conspired, plotted, or agreed with a from submitting a proposal. The proagreement, communication, or confiant any other proposer, or to fix any ov of any other proposer, or to fix any ov of any other proposer. All stateme directly or indirectly, submitted his othereof, or divulged information or association, organization, bid dependent of the propose.  Any person executing this partnership, joint venture, limited entity, hereby represents that he or son behalf of the proposer.	in the interest of, or on behalf of, any undisconganization, or corporation. The proposal is get has not directly or indirectly induced or solicing has not directly or indirectly induced or solicing has not directly or indirectly any proposer or anyone else to put in a sham be oposer has not in any manner, directly or indirectly or indi	nuine and noted any other celly colluded, or to refraitly, sought be proposer of the coser has not the content of the corporation of any other is declaration
foregoing is true and correct and	perjury under the laws of the State of California that this declaration is executed on [city],	
[unto], ut	Signature	[state].
	Typed or Printed Name	
	Title	

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

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP 24-

0508B	
(Firm Name)	
(Print name and title of person signing for firm)	

(Signature/Date)

#### ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

(To be Completed and Submitted with Contractor's Proposal)

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

Contractor acknowledges that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

The City reserves the right to request Contractors to provide reviewed or audited financial statements and/or tax returns if the consultant has insurance deductibles or self-insured retention amounts greater than \$50,000.

Deductible Amounts/Self-insured Retentions:
(Firm Name)
(Print name and title of person signing for firm)
(Signature/Date)

# City of Corona RFP 24-050SB INSURANCE REQUIREMENTS CHECK LIST (To be Completed and Submitted with Contractor's Proposal)

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

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$3M occurrence/\$1M aggregate?			YES
Can your company provide Automobile Liability - \$1M?			YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence/\$2M aggregate?			Not Applicable
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A. M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?			YES
Can your company provide coverage with an insurer with a current A. M. Best's rating no less than (A-):X and authorized to issue the required policies in California?			YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?			YES
Does your insurance have any deductibles and/or self-insurance retentions? If yes please disclose the amounts.			YES

# Insurance Endorsements General Liability

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)			YES
Will your company provide an insurance policy that states the City, its directors, officials,			
officers, employees, agents, and volunteers shall be covered as additional insured with			
respect to liability arising out of work or operations performed by or on behalf of the			
Contractor, including materials, parts or equipment furnished in connection therewith?			YES
Will your company provide an insurance policy that states any person or organization			
whom you have agreed to include as an additional insured under a written contract?			
provided such contract was executed prior to the date of loss?			YES
Can your company provide Completed Operations as evidenced with the following			
endorsements?			YES
Endorsement form CG 20 10 11 85 <b>OR</b>			YES
CG 20 37 and one of the following			YES
CG 20 10			
CG 20 26			YES
CG 20 33			-

RFP 24-050SB

Utilities Department Electrical Installation and Maintenance Repair Services

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

## **Automobile Liability**

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

## **Workers' Compensation**

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

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

## CONTRACTOR'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Contractor is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any contracts for similar services as detailed in RFP 24-050SB

(Firm	n Name)	

## **CONTRACTOR'S SAFETY RECORD**

(To be Completed and Submitted with Contractor's Proposal)

Serious _	Willful _	Repeat Other	Unclass	Tota
		Firm Name (Print)	)	
		Signature		
		Name and Title (P	rint)	

# **Vendor Performance Evaluation Form**

									_	
Department:					Division:					
Prepared By:				Title:	Title:					
Vendor Name:					P. O. #:					
Contract A	Contract Amount: \$					Change Order Amount: \$				
Project Name:										
Description	n of Proje	ect:								
Date Prep	ared:									
Performa	nce Evalu	ation Period: (sele	ect on	e)						
Weekly		Monthly	$\bigcirc$	Quarterly	$\bigcirc$	An	nually	$\bigcirc$	Other	
Vendor C	ategory: (	select one)								
maintenance, or cleaning.  ability to provide services.  Products - a supplier of a tangible object that  Software - a supplier of					perform ndor qu and/or of te	ned by an lalified by technical				
is manufactured or refined for sale.  infrastructure or any license/mainted based, or cloud based software, reaccess to the City's information technique.					requiring					
Evaluation Score Range and Criteria Factors										
EXCEL		ABOVE AVERAGE		VERAGE	AV	ER	OW RAGE			ACTORY
5 (4. 50-	5. 00)	4 (3. 20-4. 49)	3 (2	2. 60-3. 19	) 2 (1	. 81	-2. 59)		1 (1. 00-	1. 80)
<ol> <li>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</li> </ol>										
	<ol><li>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</li></ol>							ne quality		
3. T	3. Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at									

- minimum) the date specified to the vendor.
- 4. Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.
- 5. Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.
- 6. Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.

- 7. Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.
- **8.** Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.
- 9. Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data

For each category identified below, enter the score (1-5) with 1 being unsatisfactory and 5 being excellent

Evaluation Criteria			<b>Evaluation Score</b>			
1.	Quality of Goods and Services	5	4	3	2	1
2.	Quality of Work Performed	5	4	3	2	1
3.	Timeliness of Delivery of Goods	5	4	3	2	1
4.	Compliance with Law and Regulations	5	4	3	2	1
5.	Safety and Protection	5	4	3	2	1
6.	Appropriate of Tools/Technology	5	4	3	2	1
7.	Customer Service	5	4	3	2	1
8.	Overall Timeliness of Invoices	5	4	3	2	1
9.	Overall accuracy of Invoices	5	4	3	2	1

#### EXAMPLE:

OVERALL EVALUATION SCORE 4. 89

OVERALL EVALUATION RATING EXCELLENT

## ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

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

assessments by the City to establish contract performance metrics.					
(Firm name)					
(Print name and title of person signing for firm)					
(Signature/date)					

## **CONTRACTOR INFORMATION FORM**

## A. Information about Contractor

[\*\*\*Indicate not applicable ("N/A") where appropriate. \*\*\*]

NOTE: Where Contractor is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

Name	e of Contractor:	
Type,	, if Entity:	
Consi	ultant Address:	
Email	l Address	Telephone Number
Licen	se Number	DIR Registration Number
		tor's organization been in business performing the
How name		or's organization been in business under its presen
6.1	Under what other or for	rmer names has Contractor's organization operated
If Co	ntractor's organization is	a corporation, answer the following:
7.1	Date of Incorporation:	
7.2	State of Incorporation:	
7.3	President's Name:	
7.4	Vice-President's Name	(s):
7.5	Secretary's Name:	
7.6	Treasurer's Name:	

	If an individual or a partnership, answer the following:					
8.1 Date of Organization:						
8.2	Name and address of all partners (state whether general or limited partnership):					
If ot	her than a corporation or partnership, describe organization and ipals:					
List busin	other states in which Contractor's organization is legally qualified ess.					
	type of work does the Contractor normally perform with its own force					
——————————————————————————————————————	type of work does the Contractor normally perform with its own force  Contractor ever failed to complete any work awarded to it? If so, note e, and why:					

List T	rade References:	
List B	ank References (Bank and Branch Address):	
Insura	nce Documentation:	
Submi City.	it a sample of your certificate of insurance for a preliminary review	w by
	ose any deductibles or self-insured retentions. Any deductibles or self- ons are subject to approval by the City	-insu

## B. Personnel (copy this page if additional space is required)

The Contractor shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

List each person's job title, name and percent of time to be allocated to this pro-
Summarize each person's specialized education:
List each person's years of experience relevant to the project:
Cummonize such experience
Summarize such experience:

Contractor agrees that personnel named in this Proposal will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

## **Additional Contractor's Statements:**

If the Contractor feels that there is additional information which has not be questionnaire above, and which would contribute to the qualification review information in a statement here or on an attached sheet, appropriately marked	ew, it may add that l:
C. Verification and Execution	
These Forms shall be executed only by a duly authorized official of the Contra	ractor:
I declare under penalty of perjury under the laws of the State of Californi information is true and correct:	a that the foregoing
Name of Contractor	
Signature	
Name	
Title	
Dated	

## **CONTRACTOR EXPERIENCE FORM**

Contractor is required to have successfully performed three electrical installation and maintenance repair service projects with a minimum value of \$150,000 or greater within the last five years and submit references for the three (3) projects.

1.	Project Name Address		
	Phone Number		
	Contact Person		
	Dates of Project	to_	
	Value of Project		
	J		
2.	Project Name		
	Address		
	D1 N 1		
	Phone Number Contact Person		
	Dates of Project	to_	
	Value of Project		
	, acar 22 2 2 3		
3.	Project Name		
	Address		
	Phone Number		
	Contact Person		
	Dates of Project	to_	
	Value of Project		
I h	ereby certify that I have per	formed the work listed above.	
<u>~</u>			
519	enature of Contractor		

## FLEET COMPLIANCE CERTIFICATION

Contractor hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Contractor hereby certifies, subject to penalty for perjury, that the option checked below relating to the Contractor's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct: ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto. ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto. ☐ Contractor and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Contractor shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids). ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Contractor shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4). ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto. Name of Contractor:

## **SECTION VI.**

## RFP ACKNOWLEDGEMENT FORM

REQUEST FOR PROPOSALS: RFP No. 24-050SB

DESCRIPTION OF WORK: UTILITY DEPARTMENT ELECTRICAL INSTALLATION AND MAINTENANCE REPAIR SERVICES CONTRACTOR'S NAME/ADDRESS: NAME/TELEPHONE NO. OF **AUTHORIZED REPRESENTATIVE** Please indicate any elements of the Technical Specifications which cannot be met by your firm. Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No. (circle one) This offer shall remain firm for 90 days from RFP close date. Terms and conditions as set forth in this RFP apply to this proposal. Unless otherwise stated, payment terms are: Net thirty (30) days. In signing this proposal, Consultant 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 RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Reco	eived
Addenda No:	Received on:
Addenda No:	Received on:
Addenda No:	Received on:
AUTHORIZED SIGNATURE:	
PRINT SIGNER'S NAME AND TI	ΓLE:
DATE SIGNED:	
COMPANY NAME & ADDRESS:	
PHONE:	EMAIL:
DIR REGISTRATION NO :	

# SECTION VII. FORM OF AGREEMENT

# CITY OF CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT WITH [\*\*\*INSERT NAME\*\*\*]

([\*\*\*INSERT TYPE OF SERVICES\*\*\*] - [\*\*\*INSERT PROJECT NAME\*\*\*])

### 1. PARTIES AND DATE.

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

### 2. RECITALS.

### 2.1 Contractor.

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

## 2.2 Project.

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

## 2.3 Corona Utility Authority.

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation

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of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

#### 2.4 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual callout under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

#### 3. TERMS.

## 3.1 Scope of Services and Term.

- 3.1.1 <u>General Scope of Services</u>. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [\*\*\*INSERT TYPE OF SERVICES\*\*\*] maintenance or other general services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 <u>Term.</u> The term of this Agreement shall be from [\*\*\*INSERT START DATE\*\*\*] to [\*\*\*INSERT ENDING DATE\*\*\*] ("Term"), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

## 3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as RFP 24-050SB

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required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 <u>Schedule of Services</u>. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All Services performed by Contractor shall be subject to the approval of City.
- 3.2.4 <u>City's Representative</u>. The City hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.5 Contractor's Representative. Contractor hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.6 <u>Coordination of Services</u>. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.2.7 <u>Standard of Care; Performance of Employees</u>. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term RFP 24-050SB

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

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

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any RFP 24-050SB

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such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

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

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

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

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

3.2.9.6 <u>Air Quality</u>. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but RFP 24-050SB

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

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

### 3.2.10 Insurance.

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

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

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- (A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (B) <u>Minimum Limits of Insurance</u>. Contractor shall maintain limits no less than: (1) *General Liability:* \$3,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
- 3.2.10.3 <u>Insurance Endorsements</u>. The insurance policies shall contain or be endorsed (amended) to include the following provisions:
- (A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.
- (B) <u>Waiver of Subrogation Workers' Compensation and Employer's Liability Coverage</u>. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.
- (C) <u>All Coverages</u>. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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- 3.2.10.4 <u>Other Provisions; Endorsements Preferred.</u> Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:
- (A) <u>Waiver of Subrogation All Other Policies</u>. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.
- (B) <u>Notice</u>. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.
- 3.2.10.5 <u>Claims Made Policies.</u> The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.
- 3.2.10.6 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.
- 3.2.10.7 <u>Acceptability of Insurers</u>. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria: (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.
- 3.2.10.8 <u>Verification of Coverage</u>. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received RFP 24-050SB

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and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 3.2.10.9 <u>Reporting of Claims</u>. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.
- 3.2.10.10 <u>Sub-Contractors</u>. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.
- 3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.
- 3.2.11 <u>Safety</u>. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

## 3.2.12 Bonds.

- 3.2.12.1 <u>Performance Bond</u>. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.
- 3.2.12.2 <u>Payment Bond</u>. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

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- 3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.
- 3.2.12.4 <u>Surety Qualifications</u>. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.
- 3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## 3.3 Fees and Payments.

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

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- 3.3.2 <u>Payment of Compensation</u>. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.3.3 <u>Reimbursement for Expenses</u>. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- 3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.
- 3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 3.3.6 <u>Apprenticeable Crafts</u>. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, RFP 24-050SB

Utilities Department Electrical Installation and Maintenance Repair Services

Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

## 3.4 Termination of Agreement.

- 3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.
- 3.4.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.4.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## 3.5 General Provisions.

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

#### **Contractor:**

Name of Contractor
Address of Contractor
City State Zip of Contractor

Attn: Insert Contractor Contact Name

### City:

City of Corona 400 South Vicentia Avenue Corona, CA 92882

Attn: [\*\*\*INSERT NAME & DEPARTMENT\*\*\*]

RFP 24-050SB Utilities Department Electrical Installation and Maintenance Repair Services

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

- 3.5.2 <u>Indemnification</u>. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.
- 3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.
- 3.5.4 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.5.5 <u>City's Right to Employ Other Contractors</u>. City reserves right to employ other contractors in connection with this Project.
- 3.5.6 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.6.1 <u>Subcontractors</u>; <u>Assignment or Transfer</u>. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly RFP 24-050SB

Utilities Department Electrical Installation and Maintenance Repair Services

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

- 3.5.6.2 <u>Corona Utility Authority</u>. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.
- 3.5.7 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 3.5.8 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.9 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.11 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

RFP 24-050SB Utilities Department Electrical Installation and Maintenance Repair Services

- 3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.13 <u>Cooperation; Further Acts.</u> The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.5.14 <u>Attorney's Fees</u>. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 3.5.15 <u>Authority to Enter Agreement.</u> Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.16 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.

## [SIGNATURES ON NEXT 2 PAGES]

RFP 24-050SB Utilities Department Electrical Installation and Maintenance Repair Services

## CITY'S SIGNATURE PAGE FOR

## CITY OF CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT

WITH <mark>[\*\*\*INSERT NAME\*\*\*</mark>]

([\*\*\*INSERT TYPE OF SERVICES\*\*\*] - [\*\*\*INSERT PROJECT NAME\*\*\*])

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

By:		
•	[***INICERT NIAME***]	_

Attest:

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

City Clerk

**CITY OF CORONA** 

## **CONTRACTOR'S SIGNATURE PAGE FOR**

## CITY OF CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT

WITH <mark>[\*\*\*INSERT NAME\*\*\*</mark>]

([\*\*\*INSERT TYPE OF SERVICES\*\*\*] - [\*\*\*INSERT PROJECT NAME\*\*\*])

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

	SERT NAME OF CONTRACTOR***  INSERT TYPE OF LEGAL ENTITY***
By:	[***INSERT NAME***] [***INSERT TITLE***]
By:	[***INSERT NAME***] [***INSERT TITLE***]

## EXHIBIT "A" SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [\*\*\*INSERT TYPE OF SERVICES\*\*\*] maintenance or other general services necessary for the Project ("Services").

The Services are more particularly described herein.

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

## NOTE - NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be "maintenance work" under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d), and does not include "public project" work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibits "B" and "C" attached hereto, might include "public project" work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

# EXHIBIT "B" SCHEDULE OF SERVICES

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City's Representative.

## [\*\*\*INSERT SCHEDULE\*\*\*]

### As-Needed Services

Each individual call-out under this Agreement is a separate project for purposes the City's bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City's Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than [\*\*\*INSERT NUMBER "Check with requesting Department for number" \*\*\*] hours after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within [\*\*\*INSERT NUMBER "Check with requesting Department for number" \*\*\*] minutes of being notified by City that there is an emergency, and to be mobilized and on-site within one (1) hour [\*\*\*OR INSERT "HOURS" IF APPLICABLE\*\*\*] of such emergency notification by City.

# **EXHIBIT "C" COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

## [\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\*]

#### **BONDS**

Each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

<u>Payment Bonds</u>: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

<u>Performance Bonds</u>: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

<u>Cost of Bonds</u>: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.



# CITY OF CORONA Utilities Department Electrical Installation and Maintenance Repair Services REQUEST FOR PROPOSALS (RFP 24-050SB) ADDENDUM No. 1

Purchasing Division 400 S. Vicentia Ave., Ste. 320 Corona, CA 92882

## PH: (951) 736-2369

Contact: Scott Briggs scott.briggs@coronaca.gov

Addendum No. 1 to RFP 24-050SB is issued to answer questions submitted by potential consultants and clarify sections of the RFP.

01/29/2024

All provisions to this Addendum No. 1 are hereby incorporated by reference into the subject RFP 24-050SB. Proposers shall account for all provisions pursuant to this Addendum No. 1 in submitting their proposals. Each proposer shall acknowledge receipt of this Addendum in the space provided herein.

## City Change No. 1:

All answers for vendor questions submitted through Planet Bids are presented on the file identified as "Q & A for Project City of Corona Utilities Department Electrical Installation and Maintenance Repair Services (RFP 24-050SB) Addendum No. 1".

### City Change No. 2:

Work Hours / Response Time for Electric Meter Services of Section IV Scope of Services is entirely deleted and replaced with the following.

## Work Hours / Response Time

Work shall typically be performed between the hours of 7:00am and 5:00pm – Monday through Friday. Some public facilities may require work to be performed after normal business hours.

Contractors providing services (as contrasted with those providing materials only) shall be available to respond to City requests for service 24 hours per day, seven days per week, with the following response times:

- Response to emergency work requests. Contractors are to provide a verbal response to the City with an estimated time of arrival within (15) fifteen minutes of the City's initial phone call. Contractor may leave a voice message on Corona Employee's return phone number. On-site arrival is to be within 2 hours.
- Meter turn-offs shall be completed by the end of the business day following the request. In the case of an emergency turn-off, emergency guidelines will apply.

- Meter turn-ons shall be completed within 4 hours of the request. In the case of an emergency turn-on, emergency guidelines will apply.
- Response to all other non-emergency work requests shall be within (2) two business days.

## City Change No. 3:

Section D Minimum Qualifications of Section IV Scope of Services is entirely deleted and replaced with the following:

## D. Minimum Qualifications

Bidder must meet these minimum qualifications at the time their proposal is submitted to the City:

- Before the Contract is awarded, the successful bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: California Contractors State License Board: C-10 Electrical Contractor.
- Have a current registration with the California Department of Industrial Relations.
- Have five (5) years of relevant experience performing Electrical Installation and Maintenance Repair Services.

Should you have any additional questions or concerns, I can be reached at (951) 736-2369.

Thank you,



Scott Briggs
Lead Purchasing Specialist
P: (951) 736-2369
400 South Vicentia Avenue
Corona, CA 92882
www.coronaca.gov

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City of Corona City of Corona Utilities Department Electrical Installation and Maintenance Repair Services (RFP 24-050SB) Addendum No. 1

## SAMPLE RATE SCHEDULE

	Electrical Repair Maintenance Services – Low Voltage Price Schedule								
		<u>Hourly</u>	Straight						
<u>Item</u>	<u>Description</u>	Rate	<u>Time</u>	<u>Overtime</u>	<u>Holidays</u>	Emergency			
1	Master Electrician	1	\$1.00	\$1.50	\$2.00	\$3.00			
2	Journeyman Electrician	1	\$1.00	\$1.50	\$2.00	\$3.00			
3	Apprentice	1	\$1.00	\$1.50	\$2.00	\$3.00			

Electrical Repair Maintenance Services - Medium/High Voltage Price Schedule						
Item	Description	Hourly Rate	Straight Time Shift 1 thru 8 hours	Premium Time Shift Over 8 hours		
1	General Foreman	1	\$1.00	\$1.50		
2	Cable Splicer Foreman	1	\$1.00	\$1.50		
3	Cable Splicer / Lineman	1	\$1.00	\$1.50		
4	Groundman / Cable Splicer Helper	1	\$1.00	\$1.50		
5	Senior Test Tech or Electrical Engineer	1	\$1.00	N/A		
6	Test Technician	1	\$1.00	N/A		
7	Warehouseman	1	\$1.00	N/A		
8	Backhoe Equipment and Operator	1	\$1.00	N/A		
9	Splicing Truck & Tools	1	\$1.00	N/A		
10	Pick-up Truck	1	\$1.00	N/A		
11	Heavy Duty Equipment (Line Truck, Boom Truck, Bucket Truck and Heavy- Duty Dolly)	1	\$1.00	N/A		

Electric Meter Services Price Schedule							
<u>ITEM</u>	DESCRIPTION	HOURLY RATE					
General Meter Services							
1	Minimum Service Call Rate	One (1) Hour					
2	Standard Hourly Rate	\$1.00					
3	Overtime Hourly Rate	\$1.50					
4	Emergency, Call-Out Rate	\$3.00					
California ISO Meter Services							
5	Minimum Service Call Rate	One (1) Hour					
6	Standard Hourly Rate	\$1.00					
7	Overtime Hourly Rate	\$1.50					
8	Emergency, Call-Out Rate	\$3.00					
9	Meter Programming (non ISO)	\$1.00					
10	Engineering Services	\$1.00					
11	Field Meter Accuracy Test, Polyphase	\$1.00					
12	Shop Bench Test	\$1.00					
13	Installation, Residential	\$1.00					

City of Corona Q & A for Project City of Corona Utilities Department Electrical Installation and Maintenance Repair Services (RFP 24-050SB) Addendum No. 1 Issued on 01/18/2024 10:00 AM (PST) Exported on 01/29/2024

Submitted By	Submit Date	Question	Answer
Versatile Consulting Ltd. LLC	01/22/2024 9:42:59 AM		Before the Contract is awarded, the successful bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s)
Western Construction Specialists Inc	01/23/2024 11:05:23 AM	Request for Proposal (RFP) 24-050SB 9. Labor Hour Estimate and Fee Proposal	Reference Price Schedule identified as "Sample Rate Schedule RFP 24- 050SB Addendum No. 1". The vendor's pricing in the Price Schedule will be rates and costs the City will pay the vendor to complete the services requested.
Western Construction Specialists Inc	01/23/2024 11:05:23 AM	9. Labor Hour Estimate and Fee Proposal	The vendor is to provide a rate schedule with all labor costs, material costs, and equipment costs that will be valid for the contract term. Reference Price Schedule identified as "Sample Rate Schedule RFP 24-050SB Addendum No. 1".



## **CITY OF CORONA Utilities Department Electrical Installation and Maintenance Repair Services REQUEST FOR PROPOSALS (RFP 24-050SB)** ADDENDUM No. 2

**Purchasing Division** 400 S. Vicentia Ave., Ste. 320 Corona, CA 92882

## 02/01/2024

**Contact: Scott Briggs** scott.briggs@coronaca.gov

PH: (951) 736-2369

Addendum No. 2 to RFP 24-050SB is issued to clarify sections of the RFP.

All provisions to this Addendum No. 2 are hereby incorporated by reference into the subject RFP 24-050SB. Proposers shall account for all provisions pursuant to this Addendum No. 2 in submitting their proposals. Each proposer shall acknowledge receipt of this Addendum in the space provided herein.

## **City Clarification No. 1:**

Contractors may select one or more of the disciplines being proposed.

Should you have any additional questions or concerns, I can be reached at (951) 736-2369.

Thank you,



**Scott Briggs Lead Purchasing Specialist P**: (951) 736-2369 400 South Vicentia Avenue Corona, CA 92882

www.coronaca.gov



# CITY OF CORONA Utilities Department Electrical Installation and Maintenance Repair Services REQUEST FOR PROPOSALS (RFP 24-050SB) ADDENDUM No. 3

Purchasing Division 400 S. Vicentia Ave., Ste. 320 Corona, CA 92882

## 02/12/2024

**Contact: Scott Briggs** 

PH: (951) 736-2369

scott.briggs@coronaca.gov

Addendum No. 3 to RFP 24-050SB is issued to clarify sections of the RFP.

All provisions to this Addendum No. 3 are hereby incorporated by reference into the subject RFP 24-050SB. Proposers shall account for all provisions pursuant to this Addendum No. 3 in submitting their proposals. Each proposer shall acknowledge receipt of this Addendum in the space provided herein.

## **City Change:**

The proposal submission date has changed from February 20, 2024 to February 27, 2024, 5:00 pm PST.

Should you have any additional questions or concerns, I can be reached at (951) 736-2369.

Thank you,



Scott Briggs
Lead Purchasing Specialist
P: (951) 736-2369
400 South Vicentia Avenue
Corona, CA 92882
www.coronaca.gov

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