



November 4, 2020

SUBJECT: REQUEST FOR PROPOSALS (RFP) 21-018RH

SECTION I

INVITATION

The City of Corona Administrative Services Department (City) invites proposals from qualified firms for:

TRIANNUAL TRANSIT FLEET INSPECTION 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 to be considered responsive.

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

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

- | | |
|---|-------------------------------|
| 1. Issue RFP | November 4, 2020 |
| 2. Advertise in Sentinel Weekly | November 4, 2020 |
| 3. Written Questions from Consultants Due | November 11, 2020, 5:00 P.M. |
| 4. Responses from City Due | November 16, 2020 |
| 5. Proposals Due (Date & Time) | November 25, 2020, 10:00 A.M. |
| 6. RFP Evaluation Completed | December 9, 2020 |
| 7. Tentative Consultant Selection | December 10, 2020 |
| 8. Request for Council Action Date | December 10, 2020 |
| 9. Council Approval | January 20, 2020 |
| 10. Consultant Award | January 20, 2020 |

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SECTION II.

RFP INSTRUCTIONS

A. Pre-Proposal Meeting

Not Applicable

B. Examination of Proposal Documents

1. By submitting a proposal, consultants represent they have thoroughly examined and become familiar with the work required under this RFP and are capable of performing quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.
3. Prior to submitting a proposal, consultant must fully inform himself of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at consultant's own risk and cannot secure relief on the plea of error.

C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. 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 the Addenda will be furnished through the City's electronic bidding system, PlanetBids, and to all registered vendors receiving this RFP. Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each consultant should contact the City's Purchasing Division to verify that he or she has received all Addenda issued, if any, prior to the due date. Consultants shall acknowledge receipt of all Addenda in Section VI. "Price Form" of this RFP. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Clarifications

1. Examination of Documents

Should a consultant require clarifications to this RFP, consultant 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 which shall be sent to all known recipients of this RFP and through the City's electronic bidding system, PlanetBids.

2. Submitting Requests

All questions, clarifications or comments shall be submitted through the City's electronic bidding system:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=39497>

using the Questions & Answers tab. Questions must be submitted **no later than 5:00 P.M., November 11, 2020.**

3. City Responses

- a. Responses from the City will be communicated in writing to all known recipients of this RFP, by way of addendum via the City's electronic bidding system, PlanetBids no later than 72 hours prior to the proposal Due Date and Time. It is the sole responsibility of Consultants to ensure they have received all addenda prior to submitting a proposal.
- 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 are to be submitted to the City's electronic bidding system, PlanetBids, no later than:

November 25, 2020, 10:00 A.M.

Proposals received after that date and time will be rejected by the City as non-responsive (NO EXCEPTIONS).

2. Electronic Submission

Proposals shall be submitted using the City's PlanetBids Vendor Portal. It is the Consultant's responsibility to allow sufficient time to complete and submit their proposal, including all required documentation required by this RFP, prior to the Proposals Due deadline.

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 proposals received.

- 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 consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

F. Proposal Withdrawal

Prior to the proposal opening, a proposal may be withdrawn by the Consultant only by means of a written request signed by the Consultant or its properly authorized representative. Such request must be received by Rich Hogate and Scott Briggs. After that time, consultants may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful consultant(s) withdraw their proposal(s).

G. Pre-Contractual Expenses

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

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

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant 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 an Agreement. 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 negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

I. Contract Term

The initial 3-year contract term shall be effective on or about January 20, 2021 through January 19, 2024.

City reserves the right, at City's sole discretion, to extend agreements with each contracted contractor for 1 renewal of awarded contract, for a 2-year period as referenced below under the same terms and conditions as the original agreement, upon execution of an Amendment

to the Agreement by both parties. Should the City elect to exercise its option to extend any agreement for the additional contract period(s), the parties shall negotiate pricing for each such renewal term prior to commencement of the option period. Negotiated price increases during the option period(s) should not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside-San Bernardino- Ontario, CA" (CPI) for the most recent twelve months for which statistics are available.

Increases in labor costs subject to mandated prevailing wage or minimum wage increases during any contract extension term must be supported, at time of contract negotiation, with documentation from the appropriate entity enforcing the increase in labor costs. Contractors must provide labor cost increases to the City a minimum of thirty (30) days in advance of contract or amendment term end date.

J. Acceptance of Order

The successful consultant(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.

K. Vendor Performance

It is the intent of the City to create a long-term working partnership with the Consultant. 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.

L. City of Corona Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal, and business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

Inquiries regarding the City Business License may be answered by calling 951-736-2275 or by visiting the City's website: <https://www.coronaca.gov/government/departments-divisions/finance/business-license-info>.

M. Prevailing Wage

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

N. Special Provisions for Services

1. Accessibility. Consultant shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Consultant shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the consultant hereunder.
3. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The consultant 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 consultant for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
4. Contract Incorporation. This contract embodies the entire contract between the City and the Consultant. 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 Consultant's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.
5. Rejection of Work. Consultant agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

O. 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 of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each 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 as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City of Corona will use its best efforts to inform proposer of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including,

without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

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

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

P. Negative History

Consultant 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.

SECTION III.

EVALUATION AND AWARD

The City is soliciting consultants who have established knowledge and expertise in all aspects of the services requested in this RFP.

1. Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
 - a. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
2. Have sufficient staff and/or sub-Consultants available with experience in the disciplines required for this service.
3. Have the administrative and fiscal capability to provide and manage the proposed services.

A. EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposals determined to not meet one or more material RFP requirements may be excluded. The minimum selection criteria will include:

1. **Qualifications of Firm – 25 pts**
Strength, stability, experience and technical competence of the firm and sub-consultants (if any) – the City reserves the right to request specific sub-consultants for certain portions of the project; Logic of project organization; Adequacy of labor and resource committed to the project.
2. **Qualifications and Experience of Personnel – 25 pts**
Qualifications, education, and experience of project staff; Key Personnel's level of involvement in performing related work. Experience in providing services similar to those requested herein; Experience working with public agencies; Client references
3. **Completeness and Timeliness of Response – 25 pts**
Completeness of response in accordance with RFP instructions; Has not taken exceptions to or deviations from the RFP requirements; Inclusion of required licenses and certifications of firm and key personnel performing the project.
4. **Competitive Cost and Price – 25 pts**
Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quotes; basis on which prices are quoted.

Consultant must include in his or her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify your Proposals. The City reserves the right to reject any Proposals based upon the Consultant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

B. EVALUATION PROCEDURE

The City's evaluation committee will 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;
3. Conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without consultant visits, interviews, or further discussions or negotiations.

C. AWARD

On the basis of evaluation criteria so stated in the Request for Proposal and all information developed in the selection process to this point, the City will select firms whose professional qualifications and proposed services are deemed to meet the requirements of the RFP.

Depending on the dollar amounts of the proposals received, City staff will either select Consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

In addition, negotiations may or may not be conducted with Consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any Consultant.

SECTION IV.

SCOPE OF WORK

The following are the services or result of services requested to be performed by the Contractor. The final Scope of Work will be a coordination of effort between Corona and Contractor, based on the Contractor's proposal and final negotiations of the parties.

Triannual Inspection of Corona's Fleet Transit Services (Fleet Inspections, Maintenance/Repairs and Records)

1. Triannual Inspection of Transit Fleet and Records

- 1.1. The City of Corona operates a fleet of seven (7) fixed-route low-floor buses (2015 El Dorado EZ Rider II, CNG powered), and thirteen (13) cutaway paratransit vehicles (2, 2012-ElDorado/Ford E-450 and 11, 2017 Glaval/Ford E450 CNG powered). The vehicles are garaged at Corona's Corporation Yard and maintained at MV Transportation's Maintenance Facility (1930 S. Rochester Ave., Suite 119, Ontario, CA 91761).
- 1.2. The successful candidate for this Contract must demonstrate their capability and capacity to perform the prescribe maintenance compliance reviews "on-location" and must also provide proof that a sufficient number of highly skilled personnel who are properly trained in public transit vehicle maintenance, repair and familiar with Corona's current transit fleet inventory (refer to Exhibit "A" for vehicle details) as to ensure the successful completion of each bus' review in a timely manner. It should be noted that most vehicle inspections will be performed during nighttime and/or weekend hours (to be determined) due to the transit revenue service operational hours. Bus maintenance, inspections, and repair records review can be conducted during normal business hours.

2. Scope of Services

- 2.1. The following Scope of Services will be used to conduct vehicle maintenance compliance reviews three times annually. At each maintenance compliance review Corona's entire transit fleet will be inspected based on vehicle selections and coordination made by City of Corona staff or its representative (encompassing respective maintenance, inspections, repairs records, and CHP Terminal Inspections Reports (with consideration to prior CHP's Terminal Inspection with a cycle of 13 months).
- 2.2. The purpose of a random review is to ensure that the inspections take place in a time that correlates the time of the typical maintenance operation. City of Corona staff and the successful candidate for this contract will develop the maintenance compliance review schedule in advance; however, Corona's contracted transit operator will be notified of impending inspections no sooner than five (5) working days prior to each maintenance compliance review.

- 2.3. Integrity, transparency, and consistency are critical to the maintenance compliance review process. The successful candidate for this contract will utilize the same project manager who will also conduct the records examinations to ensure uniformity for all reviews throughout each annual triannual inspection cycle.
- 2.4. Critical category (“Safety”) defects (safety related) will be communicated in writing to Corona’s transit operating Contractor and to City of Corona staff immediately after being identified; all other defects will be disclosed in writing to Corona’s transit operating Contractor and City of Corona staff at the end of each inspection day. Prior to the initial review cycle, City of Corona staff will conduct a vehicle orientation for the inspectors so that they are familiar with the vehicles’ features and controls.
- 2.5. Each triannual inspection will encompass the total fleet that will be inspected based on vehicle selections made by City of Corona staff or its representative (encompassing their respective inspections, maintenance/repairs records, and CHP Terminal Inspections Reports (with consideration to prior CHP’s Terminal Inspection with a cycle of 13 months)). To perform the reviews, vehicles will be inspected during each annual triannual inspection cycle. In addition, all buses will undergo a road test during each triannual inspection.
- 2.6. North American Standard Out-Of-Service Criteria Handbook’s Standards (effective at time of inspections) will serve as the foundation to organized critical defects in a hierarchical order, defects that are more critical than others. A list of defects will be reviewed, organized in conjunction with the successful contractor and approved by City of Corona staff prior to the start of every first maintenance compliance review, and then reviewed prior to every subsequent inspection. Items in the “critical” list include but are not limited to brake linings worn beyond minimum standards, defective brake system components, worn or faulty steering and suspension componentry, worn or damaged tires and tires with inadequate tire pressure, major brakes and suspension air leaks. Faulty wheel hardware, or cracked rims. Inoperative safety equipment such as windshield wipers and washer, headlights, brake and tail lights, turn signal and emergency lights, clearance lights, emergency flasher lights. Emergency exit doors and windows, roof hatches, and their handles and emergency release controls. Defective and inoperable wheel chair lifts and ramps and their controls, vehicle and wheelchair lift and ramp interlock system devices, damaged or missing wheelchair securement devices. Inoperable heating and air-conditioning systems, sharp edges within the interior and/or exterior of the transit service vehicle. Major oil and/or fluid leaks. Fire Suppression and methane detection systems defects and/or inoperable systems, systems past due for maintenance and/or certification, to include CNG tanks. All defects discovered and classified as “critical” during an inspection will be communicated in writing to Corona’s contracted Transit Operator and to the City of Corona Transit Staff at the end of each inspection day and must be corrected to meet the vehicle manufacturer’s standards before the specified vehicle is permitted to return to transit revenue service. Defects classified as non-critical or not safety related must be corrected as soon as possible, but no later than the vehicle’s next scheduled preventive maintenance inspection (PMI).

2.7. The scope of these inspections shall be governed by:

- 2.7.1. The specifications set forth in this document
- 2.7.2. North American Standard Out-Of-Service Criteria Handbook's Standards
- 2.7.3. Corona's Preventive Maintenance Inspection intervals, every 3,000 miles (with 10% miles tolerance) or 45 days—whichever is reached first governs.
- 2.7.4. All applicable Federal, State, and Local Regulations and Laws governing the operation and safety of transit service vehicles.
- 2.7.5. Each vehicle's manufacturer's maintenance intervals.

3. Execution of Vehicle Inspections

3.1. After all pre-inspection preparations have been completed including notifying Corona's Operating Contractor, the successful Contractor will send its inspections team to Corona's Transit Operator's Maintenance Facility to carry out the vehicle maintenance compliance review. Vehicle maintenance review will contain the following fundamental elements:

- 3.1.1. Static vehicle condition assessment
- 3.1.2. Road test
- 3.1.3. Vehicle safety and out-of-service checklist for compliance with applicable Federal, State, and Local regulations, law, and standards.
- 3.1.4. Review of vehicle maintenance history files
- 3.1.5. Review of most recent CHP's Terminal Inspection (when applicable, the CHP Terminal Inspections has a thirteen-month cycle).
- 3.1.6. Determination of deferred maintenance, warranty and recall conditions are being actively addressed by Operator Contactor.
- 3.1.7. Compliance with safety inspection and preventive maintenance inspection (PMI) schedules as set forth in the current Corona Transit Operating Contract.

Each of the fundamental elements of maintenance compliance review is described below:

4. Conduct static vehicle condition assessments

4.1. The Inspections Contractor shall conduct static physical inspections of Corona's transit revenue vehicles with the vehicles being positioned on a hydraulic lift and raised as to

review the various vehicle componentry that is in the vehicle's undercarriage. Vehicle inspections include but are not limited to:

- 4.1.1. Accessibility features (as mandated and governed by Americans With Disability Act of 1990 (ADA))
- 4.1.2. Braking system
- 4.1.3. Suspension and Steering systems (e.g. air springs/coil and leaf springs/shear springs, tie-rod connections, king pin, system components and securing hardware)
- 4.1.4. Drivetrain componentry
 - 4.1.4.1. Engine
 - 4.1.4.2. Engine cooling system (e.g. radiator, cooling fans, pipes and hoses/brackets, reservoirs)
 - 4.1.4.3. Transmission
 - 4.1.4.4. Power transmission components (e.g. drive shaft, drive-shaft mounts, and universal joints)
- 4.1.5. Electrical system
- 4.1.6. CNG tanks and fuel system maintenance and required certifications
- 4.1.7. Exhaust system
- 4.1.8. Fire suppression and Methane detection system maintenance and required certifications
- 4.1.9. Climate control systems (e.g. Heating, Cooling, and defrosting systems)
- 4.1.10. Destination signs
- 4.1.11. Signage, safety and accessibility decals, and logos
- 4.1.12. Driver controls
- 4.1.13. 2-way Radio and Video surveillance system
- 4.1.14. Cleanliness of vehicles and upholstery (entire bus)
- 4.1.15. Exterior body condition (body panels, paint condition, windshield and glass)

4.1.16. Interior condition

4.1.17. Lighting condition (exterior and interior)

4.1.18. Folding seats (check for condition and proper operation)

4.1.19. Safety equipment (fire extinguisher, biohazard and first aid kit, safety reflective triangles)

4.1.20. Body and chassis structure

4.1.21. Rear differential and front axle

4.1.22. Tires, rims, and wheel hardware

4.1.23. Emissions testing (when applicable)

4.2. Corona's transit operations contractor will assist with the moving of vehicles to and from the inspection area and hydraulic lift.

4.3. Corona's Transit Operator will allow for Corona's buses to be inspected at their maintenance facility located at the following address: 1930 S. Rochester Ave., Suite 119, Ontario, CA 91761

5. Common areas determine to be reasonable "wear and tear" are listed below

5.1.1. Vehicle and all body attachments will be free of dents and scratches where the paint or decal is removed and/or fiberglass body panels/caps are cracked; except for minor scuffing of paint and decals.

5.1.2. Exterior paint and decaling shall be free from scratches where under finish is revealed; color mismatch or poorly fitting body panels are unacceptable.

5.1.3. All body repair shall be done to a high industry standard.

5.1.4. All decals shall be free of peeling edges and legible. Interior and exterior of vehicle shall be free of graffiti.

5.1.5. All seats and other interior surfaces, including ceiling, floor, and wall surfaces shall be clean and free from dust, stains, tears, and graffiti. Seats shall be properly secured with the manufacturer's recommended grade of hardware and/or securing device. All seats shall have the same type of fabric.

5.1.6. All glass shall be free of cracks, scratches, chips, and graffiti.

5.1.7. All Exterior lighting/lenses and reflectors must be operational as designed. Holes/cracks/excessive fading, or missing sections of a reflector are unacceptable.

6. Road Tests

- 6.1.1. 100% of vehicles scheduled for a triannual maintenance compliance inspection will undergo a road test.
- 6.1.2. Road testing shall be performed by members of the inspection team before the vehicle static assessment.
 - 6.1.2.1. Defects noted during road testing will be itemized separately from those defects identified during the static vehicle assessment.

7. Safety and Out-of-Service Conditions/Findings

- 7.1. Any vehicle found to have a major “critical” safety defect will be red tagged as out-of-service on the spot by the inspection team. City of Corona staff and contract operator staff will be immediately informed in writing of such action and the vehicle will be declared out of service until all necessary repairs have been completed and signed off by Inspection Team leader. A “S” and “N-S” classification system will be used to classify to denote defects requiring immediate repair/attention repair from those that could be repaired before the next PMI cycle.

“S” – Indicates a safety and critical defect that requires immediate repair/attention and keeps the vehicle from returning to revenue service until the defect is rectified and is signed off by Inspection Team leader.

“N-S” – Indicates a non-safety-critical defect that requires attention before the next PMI cycle.

8. Review Vehicle History Files

- 8.1. As part of the fleet maintenance compliance review, each vehicle shall undergo and examination of vehicle maintenance history files. The record examination will set out to determine if:
 - 8.1.1. Safety inspection and mileage interval of Preventive Maintenance Inspection (PMI) schedules have been performed correctly and at the prescribed intervals.
 - 8.1.1.1. City of Corona PMI Intervals are:
 - 8.1.1.1.1. 3,000 miles or 45 Days, whichever is reached first
 - 8.1.1.1.2. 6,000 miles for oil sampling
 - 8.1.2. Daily Vehicle Inspection Reports (DVIR) are being properly performed (including daily fluid check logs) and properly documented. All DVIR Forms shall include mileage, date, and the signature of the driver and bus maintenance technician when defects were identified and catalogued in the DVIR Form. DVIR Forms without signatures will be considered incomplete.

- 8.1.3. Problems and defects identified by transit vehicle operator and technicians during a vehicle inspection are being repaired to a high industry standard and that repairs are being executed on a timely manner.
- 8.1.4. Oil sampling is being utilized as a monitoring system for undue or accelerated deterioration of drivetrain components.
- 8.1.5. Qualified technicians performed maintenance tasks by virtue of documented training certification.
- 8.1.6. Inventories and documentation of consumables purchased and used by maintenance staff of operations contractor during normal course of vehicle maintenance and /or repair (lubricants, parts, tires, etc.) coincide with documented repair and work orders contained in the vehicle maintenance history files.
- 8.1.7. Warranty and Recalls program is being adhered to.
- 8.1.8. CNG Tanks, Fire Suppression, and Methane Detections systems are being certified and maintained as per FMVSS 304 (CNG Tanks), and Amerex (manufacturer of Fire Suppression and Methane Detection Systems installed on Corona's buses).

9. Preventive Maintenance Interval

- 9.1. To determine if preventive maintenance inspections (PMI) are being performed correctly and on time, the inspection will examine the PMI records of each of the vehicles selected for the triannual maintenance compliance review. Mileage and the time interval between the last two PMIs will be calculated as to determine if two most recent PMI inspections were conducted on time and within Corona's mileage and time intervals of 3,000 miles (within 10% miles tolerance) or 45 days.

10. Repair of Identified Problems

- 10.1. To determine if repairs were performed properly and made promptly on defects and concerns identified by drivers and technicians, the following assessment procedures will be used:
 - 10.1.1. PMI Forms going back two previous inspections (at a minimum) will be selected and examined for each of the vehicles selected for the records examination to determine if and when defect noted during DVIR, safety inspections and the PMI process were repaired.
 - 10.1.2. Defects from the previous two PMIs will then be compared to determine if any defects were repeated from one PMI to the next PMI.

- 10.1.3. Defects from the previous two PMIs will then be compared to the defects noted by the inspection team during the current inspection cycle to determine if any previous identified defects continue to exist.
- 10.1.4. Defects noted by the operators on their DVIR Forms for each of the vehicles selected for inspection/records examination will also be compared to their correlating previous PMI Forms. Work Orders will be examined to determine if the previously noted defects by operators had been repaired. The reported defects will also be matched to the defects noted by the inspection team during the current triannual inspections as to determine if any defects continue to exist.

11. Maintenance Technician Staffing and Qualifications

- 11.1. To determine if qualified technicians performed maintenance and repairs tasks by virtue of documented training and certification, the following assessment procedures will be used:
 - 11.1.1. The inspection team will select four (6) brake system repairs, four (6) CNG fuel system repairs/maintenance, and four (6) air conditioning (A/C) repairs at random from the work orders. The brakes, CNG, and A/C repairs will be examined to identify: a) the nature of the repair; and b) the technician(s) performing the actual repair work. Using the list of Technician's Certifications (operations contractor maintenance staff), the inspection will determine if the technician(s) performing the work were qualified to perform the brakes, CNG, and A/C repairs.
 - 11.1.2. Corona's transit operations contract requires that a technician performing any certain maintenance or repair work are certified and qualified to execute such work per American Service Excellence (ASE)/Transit Bus Certifications in Brakes, CNG engines, CNG Tanks, Steering Suspension, electrical/electronic, and Heating Ventilation and Air Conditioning (HVAC). The Inspection team will examine and catalogue the contracted technicians' training and certification during each triannual vehicle maintenance compliance review.
 - 11.1.3. Corona and MV Transportation Agreement stipulates a Maintenance Manager and two fulltime Mechanics. During the reviews, technicians staffing levels will be compared to the requirements in the contract for compliance and actual maintenance staffing conducting maintenance work for the Corona transit operation (7 low-floor and 13 cutaway buses).
 - 11.1.4. The inspection team will examine records at the Operations Contractor's maintenance location to ensure vehicle equipment training requirements as outlined in the lift equipment manual.
 - 11.1.5. The inspection team will examine the mechanic's training schedule as set forth by transit operator contractor along with records indicating which technicians will be participating in ASE certification training and testing. In addition, the

inspection team will examine current technician's ASE certification as to identify if any ASE certifications are about to expire.

- 11.2. Based on these requirements, the Contractor will review the training and certification records of the technicians to ensure compliance and will also inform the operations contractor of the ASE testing schedule and related maintenance and repair training programs.
- 11.3. The review findings will be included in the inspection's team final report for each compliance review.

12. Warranty and Recall Repairs

- 12.1. For all vehicles and vehicle components or subsystems that still poses a valid manufacturer's warranty, the operations contractors will be asked to provide a verbal description of their warranty claims procedures. The inspection teams will ask to see all written documentation of a process that establishes a process for handling warranty claims (in-house or outsourced to the manufacturer's repair facilities or dealers), Warranty claim form/work orders, a list of claims/repairs (including recall repairs), submitted, and status of reimbursement if any.
- 12.2. The Inspection team will research any outstanding manufacturing recall actions for the vehicle models and types in the active fleet and will ask the contractor to provide proof of compliance with all manufacturer's recall notices (if any).
- 12.3. The inspection team will confirm that any prior warranty repairs or recall campaigns have been documented by the transit operations contractor.

13. Follow-Up Maintenance Record Reviews

- 13.1. In the second and subsequent vehicle maintenance compliance reviews, the inspection team will conduct follow-up maintenance record reviews on all vehicles inspected during the previous reviews to ensure that defects observed and catalogued in previous inspections as to verify if the defect has been rectified in a manner that meets adequate industry standards. As part of the follow-up review, the inspection team will verify whether all defects were properly corrected within fifteen (15) days following the original inspection or the next scheduled PMI interval.
- 13.2. Inspection team will review body and glass repairs records as to determine if they have been executed as per Corona/Operations Contractor Agreement that shall be repaired within thirty (30) days from the date of accident or from the date the damage was first identified.

14. Distribution of Draft Observations/Findings Documents

14.1. Upon completion of the on-site inspections, the Contractor will analyze all the data, observations/findings collected during the inspections and will furnish City of Corona with two (2) hard copies and one (1) electronic copy of the Final Vehicle Maintenance Compliance Review Report within twenty-one (21) calendar days of inspection cycle completion. The Final Vehicle Maintenance Compliance Review Report will be prefaced by an Executive Summary and will include the following:

14.1.1. Copies of the inspection check list and related forms

14.1.2. Copies completed reports for each vehicle inspected listing what items/components passed, which failed, and which were found to be marginal, along with any accompanying explanatory notes.

14.2. In addition, the final report will contain a summary of:

14.2.1. Overall fleet condition

14.2.2. "S" category "critical" (safety related) defects by vehicle type, model, and model's year.

14.2.3. All other defects by category (including fire suppression and methane detection system, radio, MDT, and video surveillance system)

14.2.4. All other defects by vehicle type, model, and model's year.

14.2.5. PMI inspections scheduled adherence

14.2.6. All other Safety-related findings

14.2.7. Mechanic staffing levels and training / certification status

14.2.8. Status of all emissions inspection's records (as applicable) to ensure that they are current

14.3. The format of the **Final Vehicle Report/Compliance Review Report** will contain a combination of textual description, photographs, data charts, and graphic representation of trend lines. Regardless of the format for the text and graphics portions of the final report, the data portion shall be in a Microsoft Excel file.

14.4. **Final Vehicle Report/Compliance Review Report Deliverables**

14.4.1. Two printed copies organized in binders and a digital copy (e.g. CD disk or USB thumb drive) will be due to Corona no later than 21 days after the completion of each **Triannual Transit Fleet Inspection**

15. Performance Period

- 15.1. This Contract shall be awarded for a base period of three (3) years, with one (1) renewable two-year option. The exercising of any option period(s) shall be at City of Corona's sole discretion.

SECTION V.

PROPOSAL CONTENT AND FORMS

A. PRESENTATION

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

1. Letter of Transmittal

A Letter of Transmittal shall be included with the proposal, addressed to Scott Briggs, and must, at a minimum, contain the following:

- a. identification of consultant, including name, address and telephone number;
- b. proposed working relationship between consultant and subcontractors, if applicable;
- c. acknowledgment of receipt of all RFP addenda, if any;
- d. name, title, address, telephone number and email address of consultant's contact person during period of proposal evaluation;
- 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; and
- f. signature of a person authorized to bind consultant to the terms of the proposal.

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

2. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of consultant 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; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Consultant shall:

- (1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation,

partnership, sole proprietorship); number, size and location of offices; number of employees;

- (2) 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 consultant's ability to complete the project;
- (3) 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;
- (4) identify sub-consultants by company name, address, contact person, telephone number and project function and describe consultant's experience working with each sub-consultant; and
- (5) provide, at a minimum, three references from work performed of a similar nature, cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the qualifications of the proposed project staff.

Consultant shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) provide specific professional experience related to each type of service described herein;
- (3) furnish brief resumes (not more than two [2] pages each) for the proposed key personnel;
- (4) indicate adequacy of labor resources;
- (5) identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work;
- (6) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and

- (7) include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

c. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP. Where consultant wishes to propose alternative approaches to meeting the City’s technical requirements, these should be thoroughly explained. The City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. Consultant shall be bound to accept all RFP requirements and terms and conditions of the Form of Agreement.

d. **Fee Proposal**

Consultant shall complete and sign the Price Form in Section VI. in its entirety.

e. **Appendices**

Information considered by consultant 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. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

3. **LICENSING AND CERTIFICATION REQUIREMENTS**

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

4. **COST AND PRICE FORMS**

Consultant shall complete the Price Form in its entirety including: 1) all individual tasks listed and total price; 2) basis on which prices are quoted; and 3) Consultant’s identification information including a binding signature.

Consultant shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be “Net 30 Days”. Payment due dates, including discount period, will be computed from date of City acceptance of the equipment/materials or required services

and a 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.

5. CONSULTANT PERFORMANCE

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

6. NON-COLLUSION DECLARATION

Consultant shall complete and sign the Non-Collusion Declaration on the following page and submit with proposal.

7. PROPOSAL CHECKLIST

- Letter of Transmittal
- Technical Proposal
- Non-Collusion Declaration
- Acknowledgment of the Terms and Conditions of the City of Corona
- Maintenance/General Services Agreement
- Insurance Requirements Check Sheet Acknowledgment
- Information Required by Consultant
- Consultant's Statement of Past Contract Disqualifications
- Vendor Performance Evaluation Form Acknowledgment
- Price Form

PARTY SUBMITTING PROPOSAL: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the _____ [title] of
_____ [proposer], the party making the foregoing proposal.

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

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

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

Signature

Typed or Printed Name

Title

Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
(date) here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ [Seal]

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

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

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 21-018RH.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

**Insurance Requirements Check Sheet
(To be Completed and Submitted with Proposal)**

Vendors are encouraged to state any exceptions to or deviations from the insurance requirements of this solicitation. The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability. The City reserves the right to reject bids or proposals as non-responsive based on the exceptions or deviations to the insurance requirements.

All applicable insurance requirements will be identified under the “Applicable to Vendor” column with a **YES**.

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

This is to acknowledge 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 unless exceptions have been disclosed.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

City of Corona RFP Insurance Requirements Check List

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?			YES
Can your company provide Automobile Liability - \$1M?			YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M or occurrence/\$2M aggregate?			Not Applicable
Can your company provide Cyber Liability Insurance - \$M per occurrence or claim, \$M 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

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 Consultant, including materials, parts or equipment furnished in connection therewith?			YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?			YES
Can your company provide Completed Operations as evidenced with the following endorsements?			YES
Endorsement form CG 20 10 11 85 OR			YES
CG 20 37 and one of the following			YES
CG 20 10			YES
CG 20 26			
CG 20 33			
CG 20 38			
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the consultants insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?			YES

Automobile Liability

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

Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant?			YES
Will your company provide a Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’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 Consultant?			YES
Will your insurance policies have a (30) days’ notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?			YES
Does your insurance have any deductibles and/or self-insurance retentions?			YES

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

INFORMATION REQUIRED OF CONSULTANTS

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

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

1.0 Name of Consultant: _____

2.0 Type, if Entity: _____

3.0 Consultant Address: _____

4.0 How many years has Consultant’s organization been in business as a Consultant?

5.0 How many years has Consultant’s organization been in business under its present name? _____

5.1 Under what other or former names has Consultant’s organization operated?

6.0 If Consultant’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Consultant's organization is legally qualified to do business.

10.0 What type of work does the Consultant normally perform with its own forces?

11.0 Has Consultant ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Has Consultant entered into a settlement agreement involving a public works project of more than \$100,000 within the last two years with any City or public agency? If so, note when, where, and why. *This information may be the basis for rejecting the proposal as nonresponsive or the Consultant as non-responsible following a hearing.*

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

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

15.0 List Trade References:

16.0 List Bank References (Bank and Branch Address):



Vendor Performance Evaluation Form

Department:		Division:		
Prepared By:		Title:		
Vendor Name:			P.O. #:	
Contract Amount: \$		Change Order Amount: \$		
Project Name:				
Description of Project:				
Date Prepared:				
Performance Evaluation Period: (select one)				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input type="radio"/>		Professional Service - unique, technical, and/or infrequent functions performed by an independent consultant/vendor qualified by education, experience, and/or technical ability to provide services. <input type="radio"/>		
Products - a supplier of a tangible object that is manufactured or refined for sale. <input type="radio"/>		Software - a supplier of technology infrastructure or any license/maintenance based, or cloud-based software, requiring access to the City's information technology system. <input type="radio"/>		
Evaluation Score Range and Criteria Factors				
EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)
<ol style="list-style-type: none"> 1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i> 2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i> 3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i> 4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i> 				

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

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: **RFP 21-018RH**

DESCRIPTION OF WORK: **TRIANNUAL TRANSIT FLEET INSPECTION SERVICES**

CONSULTANT’S NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

Please provide your firm’s Fixed Fees, Reimbursable Expenses, and any other incidental, additional, or optional costs required as a cost file upload to complete the Scope of Work requirements. Firm Fixed Fees should include the costs of all administration and overhead, project site visits, pre-production costs, telephone usage, mailings, mileage, and other administrative costs.

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

Please indicate any elements of the Scope of Work 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: _____

Have you been on any federal list of debarred or suspended consultants? 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. It is Consultant's responsibility to ensure that all addenda are received. Failure to acknowledge receipt of addenda may cause the City to reject the proposal as non-responsive.

Verification of Addenda Received

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____ EMAIL: _____

SECTION VII.

Form of Agreement

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [***INSERT NAME***]
TRIENNIAL TRANSIT FLEET INSPECTION SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“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 Triennial Transit Fleet Inspection 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 Triennial Transit Fleet Inspection Services project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 20, 2021 to January 19, 2024 (“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 required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

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

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

3.2.4 City’s Representative. The City hereby designates Gerardo Sanabrina, Public Works Department/Fleet Management Division or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

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

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without

reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

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

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

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that

any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

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

3.2.10 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and

property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

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

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

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

3.4 Termination of Agreement.

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

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.5 General Provisions.

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

Contractor:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Public Works Director or his/her designee

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

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration

or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [INSERT NAME**]**
TRIANNUAL TRANSIT FLEET INSPECTION SERVICES

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

CITY OF CORONA

By: _____

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

Attest: _____

[**INSERT NAME**]
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
TRIANNUAL TRANSIT FLEET INSPECTION SERVICES

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

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

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

EXHIBIT "A"
SCOPE OF SERVICES

*****INSERT SCOPE*****

MODEL 07-17

EXHIBIT "B"
SCHEDULE OF SERVICES

*****INSERT SCHEDULE*****

MODEL 07-17

EXHIBIT "C"
COMPENSATION

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