November 1, 2017

SUBJECT: <u>REQUEST FOR PROPOSALS (RFP) No. 18-011JT</u>

SECTION I

INVITATION

The City of Corona invites proposals from qualified Contractors for:

Fire Extinguisher Maintenance

The City wants to qualify three or more contractors to provide Fire Extinguisher Maintenance services throughout the City of Corona on an "as needed" basis. Contractors will be evaluated on three criteria: Work Plan/Work Organization, Qualifications of Company and Personnel and Approach to Safety Measures along with Pricing.

<u>Estimated Contract Term</u>:
The contract term shall be effective on or about January 1, 2018 through June 30, 2019 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2019 through June 30, 2021.
- Option 2, if exercised, shall be effective July 1, 2021 through June 30, 2023.

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

The City of Corona, Purchasing Division ("City") will receive sealed Proposals for the **Fire Extinguisher Maintenance** at the office of the Purchasing Division no later than **Wednesday, November 21, 2017 at 10:00am**. Proposals received after this time will be returned unopened. Proposals shall be valid for 60 calendar days after the opening date.

Proposals must be submitted on the City's Forms.

Contractors may obtain a copy of the Contract Documents from the City's website at www.coronaca.gov

Each proposal shall be accompanied by the non-collusion declaration, the list of proposed subcontractors and all additional documentation required by the Proposal Documents.
Each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided

for in Civil Code Section 9550(a), which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of $25,000.

The successful Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of $25,000. The payment bond shall be completed with the payment bond form provided by the City.

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

The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the total individual call-out project price.

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

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

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

The successful 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, the successful 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. The successful contractor will be required to 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 the successful bidder, its subcontractors, or others for whom the successful contractor is responsible under its indemnity obligations.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions. In addition, the applicable approved Notice Designating Sole Source Equipment and Product Specifications is available upon request from the City's contact person specified herein. Please note that if PCC 3400(c) findings have been made and are applicable to this Project, there may be only one subcontractor qualified or authorized to perform a portion of the Work, so each contractor must take note and ensure that you list the proper subcontractor on the Designation of Subcontractors form.

Award of Contract: The City shall award a Contract for the Project to the contractors who best meet the qualifications of this RFP. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids.

For further information, contact Jennifer Talley at Jennifer.Talley@coronaca.gov

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

1.	Issue RFP	**November 1, 2017**
2.	Written Questions from Contractors due	**November 7, 2017**
3.	Responses from City Due	**November 14, 2017**
4.	Proposals Due (date and time)	**November 21, 2017 at 10:00 a.m..**
5.	RFP Evaluation Completed	**November 30, 2017**
6.	Contractor Selection	**November 30, 2017**

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SECTION II

SCOPE OF WORK

A. Scope of Work Description:

Perform inspection, maintenance and replacement of fire extinguisher of all types and sizes as directed by the City of Corona. Each rechargeable City owned portable fire extinguisher shall be inspected in accordance with National Fire Protection Association regulations. A summary of requirements are as follows:

- Annually, each extinguisher shall be externally inspected, serviced, tested and repaired
- Hydro-testing shall occur every five years on Carbon Dioxide, Pressure Water, Dry Chemical with stainless steel shell, and Class K Wet Chemical extinguishers
- Hydro-testing shall occur every 12 years on all Dry Chemical without stainless steel shell, Halon / Clean Agent, and Super D Dry Power extinguishers
- An internal maintenance inspection shall occur on all Dry Chemical, Halon / Clean Agent, and Super D Dry Powder extinguishers every six years, when charged, or if external inspection indicates the need.
- Monthly as-needed inspections, on-site repairs, and recharging of extinguishers at various locations throughout the City.

Note – Contractors may be required to furnish material, equipment and supplies

Work Hours / Response Time

Work shall typically be performed between the hours of 7:00 AM and 5:00 PM – Monday through Friday.

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

B. Minimum Qualifications

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

SECTION III

RFP INSTRUCTIONS

A. Mandatory Job Site Viewing:

Not Applicable

B. Examination of Proposal Documents

By submitting a proposal, Contractors represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.

The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any Contractor 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.

Before submitting proposals, Contractors must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Contractors' own risk and they 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 Agreement. 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. Informed Contractors

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

E. Clarifications

1. Examination of Documents

   Should a Contractor require clarifications of this RFP, the Contractor shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and will be posted on the City of Corona website.

2. Submitting Requests

All questions, clarifications or comments shall be put in writing and must be received by the City no later than **November 7, 2017**, and must be emailed to Jennifer Talley at Jennifer.Talley@coronaca.gov. Inquiries received after this date and time indicated will not be accepted.

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 e-mail and posted on the City's website, no later than 72 hours prior to Proposal Due Date and Time.

b. It is the responsibility of Contractors to make sure they have received all addenda prior to submitting their proposal. 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.

F. Submission of Proposals

1. Date and Time

All proposals are to be submitted to City of Corona Administrative Services Department, Attention: **Jennifer Talley**, no later than:

November 21, 2017 at 10:00 a.m.

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

2. Address

Proposals shall be addressed as follows:

City of Corona, Purchasing Division
Attn: Jennifer Talley
400 South Vicentia Ave, Ste. 320
Corona, CA 92882

Proposals may be delivered in person or by other delivery methods. It is the sole responsibility of Contractors to ensure that their proposals are received at the time and place indicated in the RFP.

Late or misdirected proposals shall be rejected and unopened without exception. Postmarks are not accepted.

Proposals shall not be sent via e-mail or fax.

3. Identification of Proposals

Contractor shall submit a proposal package consisting of:

a. One (1) signed original proposal and
b. One (1) CD or thumb drive with PDF copy

The proposal package shall be addressed as shown above, bearing the Contractor's name and address and clearly marked as follows:

"RFP No. 18-011JT:
Fire Extinguisher Maintenance"

4. Acceptance of Proposals

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.

The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Contractor responding to this RFP.

The City reserves the right to postpone proposal opening for its own convenience.

G. Pre-Contractual Expenses

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

a. preparing its proposal in response to this RFP;
b. submitting the proposal to City;
c. negotiating with City any matter related to the proposal; or
d. any other expenses incurred by the Contractor 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 Contractor in the preparation of its proposal. Contractor shall not include any such expenses as part of its proposal.

H. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award 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 Contractor(s) should negotiations with the selected Contractor(s) be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP.

I. Acceptance of Order

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

J. Vendor Performance

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

K. Force Majeure

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

L. Laws Governing Contract

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

M. Primary Contractors

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

N. Special Provisions for Services

1. Accessibility. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He 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 of Corona as provided by law in this contract, the City of Corona shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

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

   The successful Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of $25,000. The payment bond shall be completed with the payment bond form provided by the City.

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

   The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the total individual call-out project price.

4. Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for any monies withheld by the City of Corona to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

5. City of Corona Business License. The successful contractor(s) and any sub-contractors 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. Inquiries regarding Business License may be answered by calling (951) 736-2275. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

6. Changes in Work. The City of Corona 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 of Corona may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City of Corona. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

7. Clean-up. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these

specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City of Corona.

8. Compliance With OSHA. Contractor agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Contractor will indemnify and hold the City harmless for any failure to so conform. Contractor should not have a serious or willful OSHA violation in the last five years. Contractors with serious or willful OSHA violations within the last five years may be determined to be non-responsive. The Compliance with OSHA information will be utilized by the City to review the responsiveness of a Contractor. Notwithstanding the preceding, the City may waive this criterion in its sole and absolute discretion.

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

10. Contract Incorporation. This contract embodies the entire contract between the City of Corona and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the proposal solicitation, all addenda, all of Contractor's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

11. Cooperation Between Contractors. The City of Corona reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

12. Coordination With Agencies. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

13. Damage. The contractor shall be held responsible for any breakage, loss of the City of Corona's equipment or supplies through negligence of the contractor or his employee while working on the City of Corona's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Corona any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

14. Examination of Specification and Site. Contractor is expected to carefully examine the site of the proposed work and all proposal specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

15. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Corona. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City of Corona.

16. Insurance Requirements. Within ten days after the notice of award, the Contractor to whom a contract is awarded from this proposal shall deliver to the City, Certificates of Insurance and endorsements proving coverage as specified in Section VII, Form of Agreement, Section, 3.13 Insurance et seq. naming the City of Corona, its directors, officials, employees, volunteers and agents, as Additional Insureds. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Contract Award.

17. Measurements. It is the responsibility of the Contractor to make all measurements to determine his proposal price. The City of Corona will not be responsible for determining the quantities of materials necessary to complete the work specified.

18. Permits. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

19. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City of Corona from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

20. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

21. Rejection of Work. Contractor agrees that the City of Corona has the right to make all final determinations as to whether the work has been satisfactorily completed.

22. Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City of Corona. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

23. Subcontractors.

    a. Contractor agrees to bind every subcontractor to the terms of the Agreement Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Agreement Documents shall create any contractual relationship between any subcontractor and the City.

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

    c. Prior to substituting any subcontractor listed in the Proposal Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

24. SB854 Notice Requirements.

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

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 contractor 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 contractor. The City of Corona will use its best efforts to inform contractor 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 contractor 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 contractor's proposal marked "Confidential", "Proprietary", or "Trade Secret", contractor 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, contractors 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. Safety Requirements/Violations

Safety at the Project site during performance of the work is of paramount concern to the City. **Accordingly, the City will review violations recorded as serious or willful for federal or state OSHA regulations within the last five (5) years.**

Contractors must identify the number of OSHA violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form. Any serious or willful violation may render a proposal as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form may result in rejection of the proposal as non-responsive or the contractor as non-responsible following a hearing.

A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the contractor, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the proposal as non-responsive. Notwithstanding the preceding, the City may waive this criterion in its sole and absolute discretion.

Q. Participating Government Agencies

Contractors may extend the pricing, terms and conditions of RFP 18-011JT Fire Extinguisher Maintenance to other government agencies. Participating agencies may enter into a contract with the Contractor for the purchase of the same commodities based on the terms, conditions and prices, offered by the Contractor to the City of Corona for this RFP. Any additional terms and conditions not established from RFP 18-011JT will need to be negotiated directly between the Contractor and the participating agency.

SECTION IV

PROPOSAL CONTENT

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. **Cover Letter:** Proposals shall contain the following information in a cover letter:

   a. identification of Contractor, including name, address and telephone;
   b. proposed working relationship between Contractor and subcontractors, if applicable;
   c. acknowledgment of receipt of all RFP addenda, if any;
   d. name, title, address and telephone number of 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 60 days from the date of submittal; and
   f. signature of a person authorized to bind Contractor to the terms of the proposal.

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

2. **Technical Proposal**:

   a. Project Approach:
      i. Describe how your proposed approach and methodology addresses the City's needs as expressed in the RFP.

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

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

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

3. **Experience**

   a. Completed Contractor Information Form (attached)

   b. Completed Contractor Experience Form (attached)

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

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

   e. Sample Work (if applicable):
      i. Describe samples of work from other, similar projects that demonstrate your firm's capability to accomplish the work describe in this RFP.

4. **Safety**:

   a. Completed Industrial Safety Record Form (attached)

   b. Describe the safety measures you plan to put in place to assure the City that all applicable OSHA regulations will be adhered to with the inclusion of an Injury and Illness Prevention Program.

5. **Cost Proposal**

   a. Completed Price Form (attached)

B. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP on the Price Form where indicated. Contractors are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

C. Appendices

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

D. Licensing and Certification Requirements

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

E. Price Forms

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

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

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

F. Proposal Checklist

- Cover Letter
- Technical Proposal
- Experience
  - Contractor Information Form
  - Contractor Experience Form
- Safety
  - Industrial Safety Record Form
- Price Form
- Non-Collusion Declaration
- Acknowledgment of the Terms and Conditions of the City of Corona Maintenance General Services Agreement
- Contractor's Statement of Past Contract Disqualifications
- Designation of Subcontractors
- Vendor Performance Evaluation Form Acknowledgement

MODIFICATIONS OF PROPOSALS

Each Contractor shall submit its Proposal in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

SECTION V

EVALUATION AND AWARD

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

A. Evaluation Criteria

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

1. Work Plan/Work Organization - 25 points

	Maximum Points
Project Approach	7
Work Plan	9
Project Schedule	8
Deliverables	1

2. Qualifications of Company and Personnel (Experience) - 25 points

Contractor Information Form	5
Contractor Experience Form	8
Disclosures	8
Team Structure	2
Sample Work (if applicable)	2

3. Approach to Safety Measures - 25 points

Industrial Safety Record Form	20
Injury and Illness Prevention Program	5

4. Cost Proposal - 25 points

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

Contractor must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any Proposals. The City reserves the right to reject any Proposals based upon the Contractor'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

All proposals received as specified will be evaluated by City staff 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).

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

C. Award

Depending on the dollar amounts of the proposals received, City staff will either select Contractor(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.

The City anticipates making final selections and awards on or about November 30, 2017.

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

SECTION VI

PROPOSAL FORMS

REQUEST FOR PROPOSALS: RFP No. 18-011JT

DESCRIPTION OF RFP: Fire Extinguisher Maintenance

CONTRACTOR'S NAME/ADDRESS: _____

_____

_____

_____

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE _____

_____

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

All quantities below are estimates for the purposes of bid comparison. Estimated quantities are no guarantee of actual amounts.

Extended price shall include all equipment, materials, supplies, labor and ancillary costs required to complete the Project.

Item	Description	Qty.	U/M	Unit Cost
1	Annual External Inspection of Fire Extinguisher	1	EA	
2	Service Recharge of Dry Chemical Extinguisher	1	EA	
3	CO2 Service Recharge - 10 lb.	1	EA	
4	CO2 Service Recharge - 15 lb.	1	EA	
5	CO2 Service Recharge - 20 lb.	1	EA	
6	Hydrostatic Testing as required by bhe CA State Fire Marshal	1	EA	
7	Foam	1	EA	
8	Halon	1	EA	
9	CO2	1	EA	
10	Dry Chemical	1	EA	
11	Standard Gauge/Valve	1	EA	
12	Hose Band and Clip	1	EA	
13	Hourly Rate	1	EA	

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

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

Contractor shall complete the following required information:

Contractor's Acknowledgement of His Understanding of the Terms and Conditions. Signature below verifies that Contractor has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

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

_____

_____

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

_____

_____

_____

_____

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

_____

_____

Have you been or are you on any federal list of debarred or suspended Contractors?
Yes / No (circle one)

This offer shall remain firm for 60 calendar days from RFP close date.

Terms and conditions as set forth in this RFP apply to this solicitation.

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

In signing this proposal, Contractor 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 the contractor's responsibility to ensure that all addendums 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:_____ FAX:_____

EMAIL: _____

IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S) BELOW:

PARTY SUBMITTING PROPOSAL: _____

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

The undersigned declares:

I am the _____ [title] of _____ [contractor], 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 contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal. The contractor has not directly or indirectly colluded, conspired, plotted, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor ,or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor. All statements contained in the proposal are true. The contractor 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 contractor 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 contractor.

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

State of California } CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
County of Riverside } ss.

On _____(date), before me, _____
(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.

[Seal]

Signature _____

Signature _____

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

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement and will sign the agreement, as presented, without exception, for the City's RFP No. 18-011JT.

_____

(Firm name)

_____

(Print name and title of person signing for firm)

_____

(Signature/date)

CONTRACTOR INFORMATION FORM

A. Information about Contractor

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

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

1 Name of Contractor: _____

2 Type, if Entity: _____

3 Contractor Address: _____

_____

_____

_____

Email Address Telephone Number

4. _____ _____

License Number DIR Registration Number

5 How many years has Contractor's organization been in business performing the services requested in this RFP? _____

6 How many years has Contractor's organization been in business under its present name? _____

6.1 Under what other or former names has Contractor's organization operated:_____

7 If Contractor's organization is a corporation, answer the following:

7.1 Date of Incorporation: _____

7.2 State of Incorporation: _____

7.3 President's Name: _____

7.4 Vice-President's Name(s): _____

_____

7.5 Secretary's Name: _____

7.6 Treasurer's Name: _____

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

8.1 Date of Organization: _____

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

_____

_____

_____

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

_____

_____

10. List other states in which Contractor's organization is legally qualified to do business.

_____

_____

_____

11. What type of work does the Contractor normally perform with its own forces?

_____

_____

12. Has Contractor ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

13. Within the last ten years, has any officer or partner of Contractor'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. List Trade References:

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

1. List each person's job title, name and percent of time to be allocated to this project:

   _____

   _____

   _____

2. Summarize each person's specialized education:

   _____

   _____

   _____

3. List each person's years of experience relevant to the project:

   _____

   _____

   _____

4. Summarize such experience:

   _____

   _____

   _____

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

Additional Contractor's Statements*:*

If the Contractor feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____
_____
_____
_____
_____

C. Verification and Execution

These Forms shall be executed only by a duly authorized official of the Contractor:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Contractor _____

Signature _____

Name _____

Title _____

Dated _____

INDUSTRIAL SAFETY RECORD

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

Number of OSHA Violations within the last 5 years (must state zero if none):

___ Serious ___ Willful ___ Repeat ___ Other ___ Unclass _____ Total

_____
Firm Name (Print)

_____
Signature

_____
Name and Title (Print)

_____
Date

CONTRACTOR EXPERIENCE

Contractor is required to have successfully performed three Fire Extinguisher Maintenance service projects with a minimum value of $50,000 or greater within the last five years and submit references for the three (3) projects.

1. Project Name _____
   Address _____
   _____
   Phone Number _____
   Contact Person _____
   Dates of Project _____to_____
   Value of Project _____

2. Project Name _____
   Address _____
   _____
   Phone Number _____
   Contact Person _____
   Dates of Project _____to_____
   Value of Project _____

3. Project Name _____
   Address _____
   _____
   Phone Number _____
   Contact Person _____
   Dates of Project _____to_____
   Value of Project _____

I hereby certify that I have performed the work listed above.

_____
Signature of Contractor

CONTRACTOR 'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Contractor is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any, contract for Fire Extinguisher Maintenance Services

1. Have you ever been disqualified from any contract?

   Yes _____ No_____

2. If yes, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature of Contractor

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California (PCC section 4100 et seq.), each bidder shall set forth below: (a) the name and the location of the place of business (b) the license number and the DIR registration number, and (c) the portion of the Work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If Contractor is fully qualified to perform a portion of the Work listed below and will perform such Work, Contractor shall circle "yes" under the "will you be self-performing" column below. Otherwise, if no subcontractor is specified for a portion of the Work or if more than one subcontractor is specified for the same portion of Work, and if that portion of Work is in excess of the amounts described in the paragraph above, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself.

If the "PCC 3400(c)" column states "yes" below, then please take note that a portion of the Work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name.[1] In such cases, there may be only one subcontractor qualified or authorized to perform a portion of the Work described, so please take note and ensure that you list the proper subcontractor.

[1] A copy of the applicable approved Notice Designating Sole Source Equipment and Products Specifications is available upon request.

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing ? (Please circle)	If no, list Subcontractor	Location, License Number & DIR Registration Number of Subcontractor	Portion of Work by Subcontractor
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

Name of Bidder _____

Signature _____

Name and Title _____

Dated_____

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 ◯	**Monthly** ◯	**Quarterly** ◯	**Annually** ◯	**Other** ◯
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. ◯		Professional Service - unique, technical, and/or infrequent functions performed by an independent contractor/vendor qualified by education, experience, and/or technical ability to provide services. ◯		
Products - a supplier of a tangible object that is manufactured or refined for sale. ◯		Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. ◯		
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)

1. *Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.*
2. *Quality of Work Performed: A measure to determine if the actual performed met the quality desired.*
3. *Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.*
4. *Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.*

5. *Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.*
6. *Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.*
7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

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

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

EXAMPLE:

OVERALL EVALUATION SCORE	**4.89**
OVERALL EVALUATION RATING	**EXCELLENT**

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

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

_____

(Firm name)

_____

(Print name and title of person signing for firm)

_____

(Signature/date)

CITY OF CORONA
REQUEST FOR PROPOSALS RFP No. 18-011JT
PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Corona (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20____ has awarded to _____ _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____
_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ DOLLARS and _____ CENTS ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee

named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR
CITY OF CORONA
PAYMENT BOND

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL

(Corporate Seal of Contractor/
Principal, if a Corporation)

_____
Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

_____
Name (Type or Print)

_____
Title (Type or Print)

SURETY

(Seal of Surety)

_____
Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

ACKNOWLEDGMENT

State of California
County of _____)

On _____before me,
(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)**

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

SECTION VII.

AGREEMENT SAMPLE

CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [***INSERT NAME***]
(FIRE EXTINGUISHER MAINTENANCE)

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 Fire Extinguisher Maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Fire Extinguisher Maintenance services project ("Project") as set forth in this Agreement.

2.3 Corona Utility Authority.

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management

Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

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 Fire Extinguisher Maintenance services or other general services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 1, 2018 to June 30, 2019 ("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").

3.2 Responsibilities of Contractor.

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

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

Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such 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. In addition, Contractor shall not allow any subcontractor to

commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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); 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 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 the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services, work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. 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) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers,

employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. 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.

(C) 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.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.6 Acceptability of Insurers. 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.

3.2.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before any Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 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.

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

3.2.12 Bonds.

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] ($[***INSERT NUMERICAL DOLLAR AMOUNT***]) ("Total Compensation") without written approval of City's [***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 representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 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: [***INSERT NAME & DEPARTMENT***]

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, 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 expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. 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.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system. .

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

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

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

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

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

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

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***]**
(FIRE EXTINGUISHER MAINTENANCE)

IN WITNESS WHEREOF, the Parties have entered into this Contract 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***]**
(FIRE EXTINGUISHER MAINTENANCE)

IN WITNESS WHEREOF, the Parties have entered into this Contract 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***]**

[*INSERT GENERAL CONDITIONS/SPECIFICATIONS - INCORPORATE BY REFERENCE ANY NEEDED PLANS OR DRAWINGS***]**

EXHIBIT "B"
SCHEDULE OF SERVICES

[*INSERT SCHEDULE***]**

EXHIBIT "C"
COMPENSATION

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

PURSUANT TO SECTION 3.2.12 ABOVE Each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550(a), which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of $25,000.

The successful Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of $25,000. The payment bond shall be completed with the payment bond form provided by the City.

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

The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the total individual call-out project price.