



07/29/25

**SUBJECT: REQUEST FOR PROPOSALS (RFP) NO. 25-076AS**

The City of Corona (City) invites qualified proposals for:

**On-Call Citywide Hazardous Materials Clean-Up and Removal Services**

Parties interested in obtaining a copy of this RFP No. 25-076AS may do so by registering with PlanetBids as a City of Corona vendor by visiting the PlanetBids Vendor Portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497>. Registered vendors can download a copy of this RFP No. 25-076AS and supporting documents at no cost and receive addenda and other notifications when issued.

**Closing: Proposals shall be submitted electronically before 2:00 PM, August 26, 2025** through the PlanetBids Vendor Portal. It is the Contractor's responsibility to allow sufficient time to complete and upload its proposal, including all documentation required by this RFP, prior to the stated deadline. Electronic submission cannot be completed unless the Contractor properly uploads all required documents.

The City will only consider electronic proposals that have been transmitted successfully and issued a time stamped confirmation number from PlanetBids indicating the proposal was successfully transmitted. **Transmission of proposals by any other means will not be accepted.** Contractors are solely responsible for informing themselves with respect to proper usage of the PlanetBids online bid management system, for ensuring the capability of their computer system to upload the required documents and for the reliability of their internet service. Failure of the Contractor to successfully transmit an electronic proposal shall be at the Contractor's sole risk and no relief will not be given for late or improperly submitted proposals.

Contractors experiencing technical difficulties with the proposal transmission process should contact PlanetBids Support at (818) 992-1771. Contractors that continue to experience difficulty with the PlanetBids system should contact the City of Corona Purchasing Division at (951) 736-2274. Neither the City nor PlanetBids make any guarantees or assurances as to the timely availability of assistance or resolution of any given issue prior to the proposal submission date and time.

Before the Contract is awarded, the successful bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the

duration of the Contract: **a valid HAZ - Hazardous Substance Removal Certification and any combination of the following CSLB contractor licenses: “A”, “B”, C-12, C-36, C-57, or C-61/D-40** sufficient to cover the services to be performed in accordance to Section IV. Project Description and Scope of Work.

The work under this RFP 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 Agreement which will be awarded to the successful contractor, copies of which are on file and will be made available to any interested party upon request from the City or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful contractor at the job site.

Pursuant to SB 854, which amended the Prevailing Wage Laws, certain categories of services are 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 these contracts unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the contractor’s proposal - failure to identify this number could result in the proposal being rejected as non-responsive. It is each Contractor’s responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

The work required under this RFP will be performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade.

The California Air Resources Board (“CARB”) implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations (“Regulation”) which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>.

Contractors are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Contractors must provide, with their proposal, copies of Contractor’s and all listed subcontractors’ most recent, valid Certificate of Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the proposal non-responsive.

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

Signed,

Annette Solorio  
Purchasing Specialist II  
City of Corona | Finance Department – Purchasing Division  
400 S. Vicentia Ave., Suite 320 | Corona, CA 92882  
Phone: 951-739-4922 | Email: [annette.solorio@coronaca.gov](mailto:annette.solorio@coronaca.gov)  
Website: [www.coronaca.gov](http://www.coronaca.gov)



07/29/25

**SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 25-076AS**

**SECTION I**

**INVITATION**

The City of Corona (City) invites proposals from qualified contractors for:

**On-Call Citywide Hazardous Materials Clean-Up and Removal Services**

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

**\*\*IMPORTANT\*\* PLEASE REVIEW THE CITY’S INSURANCE REQUIREMENTS AND FORMS LOCATED IN SECTION V (PROPOSAL CONTENT AND FORMS) AND VII (FORM OF AGREEMENT) SUBSECTION 3.2.10 INSURANCE, ET SEQ\*\***

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

- 1. Issue RFP ..... July 29, 2025
- 2. Written Questions from Contractor Due ..... 3:00 p.m., August 7, 2025
- 3. Responses from City Due ..... August 14, 2025
- 4. Proposals Due ..... 2:00 p.m., August 26, 2025
- 5. Proposal Evaluation Completed..... September 11, 2025
- 6. Contract Negotiations ..... September 17, 2025
- 7. Contractor Selection..... September 19, 2025
- 8. Tentative Award or Council Approval ..... November 5, 2025
- 9. Notice to Proceed..... November 11, 2025

**Table of Contents**

SECTION I ..... Invitation

SECTION II.....RFP Instructions  
SECTION III.....Evaluation and Award  
SECTION IV .....Project Description and Scope of Work  
SECTION V.....Proposal Content and Forms  
SECTION VI .....RFP Acknowledgment  
SECTION VII.....Form of Agreement

## SECTION II.

### RFP INSTRUCTIONS

**i. Pre-proposal Meeting**

Not Applicable.

**ii. Proposal Format**

The proposal should consist of the following sections, at minimum. Supplemental information beneficial to the proposal is acceptable as attachments or Appendices if directly applicable. Contractors are encouraged to be concise with the company background and experience sections and focus on experience delivering schedule-driven citywide hazardous materials clean-up and removal projects.

1. Qualifications, Related Experience and References
2. Proposed Staffing and Project Organization
3. Work Plan
4. Labor Hour Estimate and Fee Proposal, **submit as a separate file. Do not include in the same file with Contractor's technical proposal.** (Break down job classification and type of costs by amount and/or rates)
5. Appendices

**iii. Examination of Proposal Documents**

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

**iv. Addenda**

Substantive City changes to the requirements will be made by written addendum. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Agreement. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the proposal Due Date and Time. Contractors shall access any and all Addenda from the electronic bidding system's Addenda & Email tab for this RFP. 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.

All registered vendors with a PlanetBids status of either bidder or non-bidder that have downloaded a copy of this RFP and supporting documents will be notified by a system generated email from PlanetBids when an Addendum has been issued. It is the sole responsibility of contractors to ensure they have received all addenda prior to submitting a proposal. To this end, contractors should contact the City's Purchasing Division prior to

the proposal due date to verify receipt of all Addenda issued. Contractors shall acknowledge receipt of all Addenda when submitting their electronic proposals.

v. **Clarifications**

1. **Examination of Documents**

Should a contractor require clarifications to 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 not clearly and fully set forth in the RFP, the City shall issue a written addendum clarifying the matter.

2. **Submitting Requests**

Contractors shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497> utilizing the Questions & Answers tab. All contractor questions must be submitted no later than **3:00 PM, August 7, 2025**. Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

3. **City Responses**

- a. Responses from the City will be communicated in writing by way of addendum in accordance with Section D above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of any oral instruction.
- b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the proposal due date and time, the proposal due date will be extended.

vi. **Submission of Proposals**

1. **Date and Time**

All proposals shall be submitted no later than **2:00 p.m., August 26, 2025**.

2. **Electronic Submission**

Proposals shall be submitted electronically using the City's PlanetBids Vendor Portal. The City's electronic bidding system will not allow proposals to be submitted after the due date and time. It is the contractor's responsibility to allow sufficient time to complete and submit their proposal, including all documentation required by this RFP, prior to the stated deadline. **Electronic submission cannot be completed unless the contractor properly uploads all required documents. Only electronic proposals**

**will be accepted; hard copy proposals will be rejected as nonresponsive and returned unopened without exception.**

**3. Acceptance of Proposals**

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

**vii. Proposal Withdrawal**

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

**H. Pre-Contractual Expenses**

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

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

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

**I. Contract Award**

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

**J. Contract Term**

The contract term shall be effective on or about **November 5, 2025 through June 30, 2027** with four (4) additional option year renewal periods, on an as-needed basis, with no guaranteed usage for on-call hazardous material clean-up and removal services. Pricing

shall remain effective and in force for the entire initial contract term. City reserves the right to exercise option year renewals in its sole discretion. Subsequent contract term extensions, if exercised by the City, are as follows:

**Option 1, if exercised, shall be effective July 1, 2027 through June 30, 2028**

**Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2029**

**Option 3, if exercised, shall be effective July 1, 2029 through June 30, 2030**

**Option 4, if exercised, shall be effective July 1, 2030 through June 30, 2031**

Option year pricing shall be negotiated by the Parties prior to commencement of each additional one (1) year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

**K. 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.

**L. Company Performance**

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

**M. City of Corona Business License**

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

<https://www.coronaca.gov/government/departments-divisions/finance/business-license-info>.

**N. Prevailing Wage**

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

**O. Insurance Requirements**

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

**Contractors are encouraged to have their insurance provider(s) review the insurance requirements, pursuant to the Form of Agreement, to ensure the specified minimum coverage limits, endorsements and other requirements can be met.**

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

**P. Safety Requirements/Violations**

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

**Q. Negative History**

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

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

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

**R. Public Records**

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

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

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

To insure confidentiality, proposers are instructed to upload separate files for all "Confidential," "Proprietary," or "Trade Secret" data when submitting their proposal documents. The file names shall include the words "Confidential", "Proprietary" or "Trade Secret". Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not uploaded as separate files and include "Confidential", "Proprietary" or "Trade Secret" as part of the file name.

**S. Special Provisions for Services**

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

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

**T. Labor Compliance:**

1. Certified Payroll Records:

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

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

2. Apprentices:

Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public

works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

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

**U. Air Quality**

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

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

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

### SECTION III.

#### **EVALUATION AND AWARD**

The City is soliciting firms and/or individuals who have established knowledge and experience providing hazardous materials clean-up and removal services, and expertise in all aspects of the services requested in this RFP. Following is what the City considers important in evaluating the proposals and the assembled teams for a successful project. Minimum requirements are as follows:

#### **A. EVALUATION CRITERIA**

Each contractor proposal will be reviewed by the Selection Committee and graded individually by each City employee participant, with a final grade being assigned collectively by the Selection Committee. The following weighting and points will be assigned to the Proposal for evaluation purposes:

**Table 1**

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

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

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

#### **2. Qualification of Firm – 25 points**

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

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

- g) Demonstrates thorough understanding of applicable environmental laws and regulatory requirements (e.g., EPA, DOT, DTSC) relevant to hazardous materials handling and disposal.
- h) Describes the firm's ability to obtain and manage required permits, and maintain accurate manifesting, reporting, and recordkeeping in compliance with local, state, and federal laws.
- i) Includes contingency procedures for managing unexpected conditions and environmental risks.
- j) Demonstrates ability to mobilize rapidly across multiple City departments, with scheduling flexibility and readiness for urgent or unplanned work.

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

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

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

**4. Approach to Safety Measures - 25 points**

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

- a) Comply with OSHA requirements and applicable laws, ordinances, rules, regulations and orders
- b) Provided Injury and Illness Prevention Program (IIPP)
- c) No serious or willful OSHA violations within the past 5 years
- d) Includes procedures for environmental protection during cleanup, such as measures for dust suppression, vapor control, spill containment, and waste transport safeguards.
- e) Describes contingency plans for managing unexpected contamination, worsening site conditions, or other environmental risks.

**5. Reasonableness of Cost and Price – 25 points**

Category is rated based on the submitter's:

- a) Value provided
- b) Reasonableness of hourly rates, labor hours, and fees to perform duties in scope of work
- c) Reasonableness based on project cost for recently completed projects of similar scope and size, consider travel time if applicable

- d) Responsiveness to RFP and exceptions to or deviations from RFP requirements; quality of materials to be used; value of Total Price

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

**B. EVALUATION PROCEDURE**

An Evaluation Committee comprised of City staff, and may include personnel from stakeholder agencies, will be appointed to review all proposals in accordance with the above criteria

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

- A. Generate a “short list” and conduct interviews with the top candidates;
- B. Conduct on-site visits and/or tours of the candidates’ places of business; and
- C. Conduct negotiations with the most qualified candidate(s).

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

**Interviews** – The City may interview the highest scoring proposals based on the evaluation criteria from Table 1

Interview Evaluation Criteria

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

<b><u>Category</u></b>	<b><u>Points</u></b>
Presentation	10
Technical Content	20
Project Manager and Key Team Members	20
Communication Skills	10
Project Understanding	20
Flexibility to Accommodate City Needs	20
<b>Total Maximum Points</b>	<b>100</b>

**C. AWARD**

Contractors are to submit a separate fee proposal with their technical proposal. Upon review and scoring of all proposals, the City will begin negotiations with the highest ranked Contractor. Should the City be unable to negotiate a satisfactory contract with the highest ranked Contractor, the City retains the right to terminate negotiations and open negotiations with the next highest ranked Contractor.

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.

City staff will submit a recommendation to City Council for consideration and approval of the proposal(s) evaluated by staff to be the most qualified for this project. The City anticipates making final selections and awards on or about **November 5, 2025**.

**D. NOTIFICATION OF RANKINGS**

Contractors that submit proposals may be notified in writing of the proposals rankings using the City's on-line bidding platform after approval of the City's authorized contracting party.

## **SECTION IV.**

### **PROJECT DESCRIPTION AND SCOPE OF WORK**

#### **A. PROJECT DESCRIPTION:**

##### **Goal/Purpose:**

The City of Corona is seeking proposals from experienced and qualified vendors to provide Hazardous Materials Abatement, Cleanup and Toxic Remediation and Biohazard Remediation - Crime Scene Clean-up.

This Request for Proposals is being completed for Citywide use to establish agreements with multiple contractors for the completion of hazardous material clean-up and removal to be provided on an “as needed” basis at various locations throughout the City.

These services may be requested by, but are not limited to, the following departments:

- Utilities Department
- Public Works Department
- Community Services Department
- Police Department

##### **Scope of Work Description:**

This scope of work establishes the minimum requirements for providing Hazardous Materials Clean-Up and Removal Services to the City of Corona. The Contractor is required to meet all specifications listed herein, at minimum, and is required to submit a firm fixed cost for all commodities/services. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. Contractor shall provide all labor, materials, equipment and mobilization to complete the services.

#### **B. SCHEDULE OF PERFORMANCE:**

##### **Work Hours / Response Time**

Work shall typically be performed between the hours of 7:00 AM and 5:00 PM – Monday through Friday. Some public facilities and/or onsite locations may require work to be performed after normal business hours.

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

- Response to non-emergency work requests shall be within 2 business days.
- On-site response to emergency work requests shall be within 1 hour.

The Maintenance Services Department 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.

**C. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR ON-CALL CITYWIDE HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL SERVICES AND BIOHAZARD REMEDIATION - CRIME SCENE CLEAN-UP:**

**I. Hazardous Materials Abatement, Cleanup and Toxic Remediation**

**General:**

Perform General routine pickups and onsite Emergency Hazardous Materials Abatement, Cleanup, and/or Toxic Remediation Services as directed by the City of Corona. The successful bidder(s) shall provide all labor, materials, supplies, equipment, profile fees, label(s), prepared manifest(s), transportation, disposal, fuel charges, taxes and services in conformance with the terms and conditions outlined in these specifications. All work shall be performed in accordance with all Federal and State agencies, laws, requirements, and regulations. All waste disposal is subject to verification and final analysis. Bidder shall possess a current California hazardous substances removal certification.

**a) Item Descriptions**

Waste items expected to be required for pick-up, transportation and disposal are as follows but not limited to:

- Fluorescent Tubes
- High Pressure Sodium Bulbs
- Aerosol Cans
- Diesel Tank
- Red Dye Diesel
- Paint, Flammable Lab Pack
- Paint (latex or water based)
- Sodium Hydroxide
- Oil, Absorbent
- Oil filters, drained
- Oily Absorbent Socks
- Batteries, Wet, filled with Sulfuric Acid, Lead
- Batteries, Dry, Containing Potassium Hydroxide Solid (Cadmium, Nickel)
- Corrosive Lab Pack (Sulfuric Acid)
- Waste Asphalt Emulsion
- Used Tires – Standard Auto
- Used Tires – Trucks, Heavy Equipment, Semi-Trucks, Flatbeds

**b) Alternate Items**

Waste items expected to be required for pick-up, transportation and disposal are as follows but not limited to:

- 16-gallon drum
- 30-gallon drum

- 55-gallon drum
- Poly drums for lithium NiCad batteries
- Oil Booms

**c) Alternate Services**

Parts Washer – pump out, dispose and refill parts washer with degreaser Solution. Parts washers are located at Waste Water Treatment Plant and Corporation Yard locations.

**d) Pick up Locations**

Hazardous waste will be collected from, but not limited to, the following City sites:

- Corporation Yard  
750 Public Safety Way  
Corona, CA 92880
- Police Department – Range  
710 Public Safety Way  
Corona, CA 92880
- Police Department – Property & Evidence  
730 Public Safety Way  
Corona, CA 92880
- Waste Water Treatment Plant #1 – Department of Water & Power  
2205 Railroad Street  
Corona, CA 92882

**II. Biohazard Remediation - Crime Scene Clean-up**

Services shall include but are not limited to the following:

- Disposal and cleanup of biohazardous waste in City-owned vehicles
- Disposal and cleanup of biohazardous waste at any City facility

ANY BIOHAZARD SERVICES EXCEPT FOR THE CLEANING OF POLICE VEHICLES ARE CONSIDERED A 24-HOUR SERVICE AND ARE NOT BILLED OVERTIME FOR AFTER HOURS AND ON WEEKENDS.

**a) Police Vehicle Cleaning**

Respond to the Corona Police station to properly clean and apply an EPA registered disinfectant to police vehicles after the transport of an arrestee that contaminates the vehicle with blood, vomit, urine, feces, MRSA, C-Diff, Staph, Scabies, or other potentially contagious agent. This cost includes response, labor, supplies and disposal.

**b) Jail Cell Cleaning**

- Hazardous Materials Clean-Up and Removal Services.

- Respond to Corona jail cells to properly clean and apply an EPA registered disinfectant to jail cell floors, walls, and any built-in fixtures after an arrestee contaminates the environment with blood, urine, feces, vomit, MRSA, C-Diff, Staph or other potentially contagious agent. This cost includes response, labor, supplies, and disposal.

**c) Exterior Trauma Cleanup**

24-hour emergency dispatch request for the cleanup, disinfection, and disposal of blood, bodily fluids, sharps or other biohazard on public property or private property that exposes the public and a property owner cannot be located. This service includes response, labor, supplies, equipment, and disposal.

**d) Corona Police Department**

As needed, pick up biohazard containers and disposal of hazardous waste at:

- Property & Evidence - 730 Public Safety Way, Corona, CA 92880
  - Dispose of flammable gases
  - Dispose of flammable solids
  - Dispose of excluded recyclables
  - Pick up five 5-gallon biohazard containers and replace them with another empty container
  - Pick up two 30-gallon biohazard containers and replace them with another empty container
  - Pick up a 55-gallon biohazard container and replace it with another empty container
- Range - 710 Public Safety Way, Corona, CA 92880
  - Pick up a 55-gallon biohazard container and replace it with another empty container

**D. MINIMUM QUALIFICATIONS:**

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

**1. Hazardous Materials Abatement, Cleanup and Toxic Remediation**

In addition to complying with all applicable laws and regulations, Contractors must hold current licenses and certifications for the respective service(s) being offered (e.g. Asbestos Certification for asbestos abatement, Hazardous Substance Removal Certification and HAZWOPER Training for excavators, C-57 Well Drilling Contractor License for Well Drilling, QSP & QSDs for SWPPPs, etc.)

**2. Biohazard Remediation - Crime Scene Clean-up**

Contractors must have OSHA and E.P.A. regulations requirements appropriated to the industry standards and bio-waste disposal protocols. Contractors are required to have

all necessary permits, certifications, and training to handle, transport, and dispose of biohazardous waste in compliance with federal, state, and local regulations

**3. Hazardous Materials Clean-Up and Removal Services**

Certification and permits to clean, recover, transport, and dispose of hazardous materials and be registered with the California Department of Public Health (CDPH) as a medical waste transporter. Contractors must be able to recognize and preserve evidence so that it may be recovered by detectives, officers, or criminalists at the scene.

All Services:

1. Have a current registration with the California Department of Industrial Relations.
2. Have five (5) years of relevant experience performing Hazardous Materials Clean-Up and Removal Services.

## SECTION V

### PROPOSAL CONTENT AND FORMS

#### A. PRESENTATION

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

##### 1. Cover Letter

Proposals shall contain the following in a cover letter:

- a. Identification of contractor, including name, address, telephone number and DIR Registration Number, if applicable;
- b. Proposed working relationship between contractor and subcontractors, if applicable;
- c. Acknowledgment of receipt of all RFP addenda, if any;
- d. Name, title, address, telephone number and email address of contractor's contact person during the proposal evaluation period;
- e. A statement that the cost of printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the on-call citywide hazardous materials clean-up and removal services to be rendered are included in the hourly rates schedule of said fee proposal and that there will be no additional charges.
- f. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal;
- g. Signature of a person authorized to bind contractor to the terms of the proposal; and
- h. Identification of proposed subcontractors, including legal company name, and contact person's name, address, and phone number. Working relationship between Contractor and subcontractors, if applicable.
- i. 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

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.
- e. Any other subject as requested in Section III., A. Evaluation Criteria.

### **3. Experience**

- a. Completed Contractor Information Form (attached)
- b. Completed Contractor Experience Form (attached)
- c. Disclosures:  
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:  
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):  
Describe samples of work from other, similar projects that demonstrate your firm's capability to accomplish the work describe in this RFP
- f. Any other subject as requested in Section III., A. Evaluation Criteria.

### **4. Qualifications, Related Experience and References**

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

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

## **5. Proposed Staffing and Project Organization**

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

- a. Describe your firm's organization chart, identify who will have overall responsibility for the work, and include the lines of authority between team members up to the senior level. Provide education, experience and applicable professional credentials of proposed project staff.
- b. Furnish brief resumes, not more than two pages, and at least three references, for key personnel.
- c. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontractor work.
- d. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- e. Provide education, experience, and applicable professional credentials of proposed subcontractors.

- f. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.
- g. Any other subject as requested in Section III., A. Evaluation Criteria

## **6. Work Plan**

Contractor shall provide a narrative which addresses the Scope of Services and shows contractor’s understanding of the City’s needs and requirements. Contractor shall:

- a. Describe the approach to completing the tasks specified in the Scope of Services.
- b. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- c. Furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.
- d. Provide a resource estimate of labor resources, utilizing a table projecting the labor-hour allocation to the project by individual task.
- e. Identify methods that contractor will use to ensure quality control as well as budget and schedule control for the project.
- f. Describe fully any deliverables that will be due un the contract, based on the Scope of Work.
- g. Any other subject as requested in Section III., A. Evaluation Criteria

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

## **5. 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.
- c. Any other subject as requested in Section III., A. Evaluation Criteria

## **6. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP on the RFP Acknowledgement Form where indicated. Where Contractor wishes to propose alternative approaches to meeting the City’s technical requirements, these should be

thoroughly explained. Contractors are cautioned that exceptions or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

**7. Time Extensions**

There will be no time extensions for routine delays in Project development design, plan check, or permit processing. These must be anticipated in your fee. Time extensions will **only** be authorized in writing as a change order to the contract when due to **major** changes in Scope of Services, unavailability of essential information or delays by others.

**8. Alternative Work Schedule**

The Contractor should discuss the Project schedule and the ability to meet or exceed the milestones given. In the event it is determined that there are **major** deficiencies in the work schedule or that the work can be accomplished in less time, an alternative work schedule may be submitted along with an appropriate explanation in the Schedule Section of the proposal. City is under no obligation to consider such an alternative schedule.

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

Contractors are to submit a fee proposal with their technical proposal. **The fee proposal must be submitted as a separate file and uploaded into PlanetBids as the Cost File. The fee proposal must not be included within the Technical Proposal file.** After ranking of the contractors by qualifications, the City will review the cost proposals and begin negotiations with the highest ranked contractor. If agreement cannot be reached, then negotiations proceed to the next most qualified contractor. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the City. Contractor shall provide the following in their fee proposal:

- a. Submit fees using the provided Fee Table template.
- b. An hourly rate schedule (labeled as Exhibit “C” Compensation) and an hourly cost breakdown by task showing labor hours, hourly labor rates, and fees by task.
- c. A total “Maximum Not-to Exceed” fee for all services to be rendered and all materials to be furnished.

Items typically negotiated include:

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

## **10. Appendices**

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

## **11. Insurance**

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

### **B. 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 should be included in Contractor's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

### **C. RFP ACKNOWLEDGMENT FORM/PAYMENT TERMS**

Contractor shall complete the RFP Acknowledgment Form in its entirety. Unless discount terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Contractor shall include in all monthly invoices the running total of the amount billed to the City and the remaining contract balance.

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

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

### **E. SB 854 REQUIREMENTS**

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

**The DIR registration number for each contractor and subcontractor, if approved in advance by City, must be identified on Contractor's proposal - failure to identify this number could result in the proposal being rejected as non-responsive. It is each contractor's**

responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

**F. FLEET COMPLIANCE CERTIFICATION/CERTIFICATES OF REPORTED COMPLIANCE**

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

**I. PROPOSAL CHECKLIST**

- Cover Letter
- Technical Proposal
- Non-Collusion Declaration
- Acknowledgment of the Terms and Conditions of the City of Corona Maintenance/General Services Agreement
- Acknowledgement of Insurance Requirements Check Sheet
- Completed Insurance Requirements Check List
- Sample Insurance Certificate
- Contractor’s Statement of Past Contract Disqualifications
- RFP Acknowledgment Form
- Contractor’s Safety Record Form
- Acknowledgment of Vendor Performance Evaluation Form
- Designation of Subcontractors Form
- Contractor’s Certificate Regarding Workers’ Compensation
- Experience Statement
- Fleet Compliance Certification
- Fee Proposal and Fee Table Template **(submitted as a separate document from the proposal file)**

**FEE TABLE TEMPLATE**  
(To be submitted with Fee Proposal)

Please provide detailed Pricing in the spaces provided below.

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

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

**I. PRICE SHEET - ITEMS FOR HAZARDOUS MATERIALS ABATEMENT, CLEANUP AND TOXIC REMEDIATION**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>Packaging/Unit Note (If applicable)</u>	<u>Unit Cost</u>
1	Fluorescent Tubes	Lot of 100		
2	High Pressure Sodium Bulbs	Lot of 100		
3	Aerosol Cans	55 gallon drum		
4	Diesel Tack	55 gallon drum		
5	Red Dye Diesel	55 gallon drum		
6	Paint, Flammable Lab Pack	55 gallon drum		
7	Paint (latex or water based)	55 gallon drum		
8	Sodium Hydroxide (solution)	55 gallon drum		
9	Sodium Hydroxide (solid)	55 gallon drum		
10	Oil, Absorbent	55 gallon drum		
11	Oil Filters, Drained	55 gallon drum		
12	Oily Absorbent Socks	55 gallon drum		
13	Batteries, Wet, Filled with Sulfuric Acid, Led	55 gallon drum		
14	Batteries, Dry, Containing Potassium Hydroxide Solid (Cadmium, nickel)	55 gallon drum		
15	Corrosive Lab Pack (Sulfuric Acid)	55 gallon drum		
16	Waste Asphalt Emulsion	55 gallon drum		
17	Used Tires – Standard Auto	Lot of 70		
18	Used Tires – Trucks, Heavy Equipment, Semi-Trucks, Flatbeds	Lot of 70		
19	16 Gallon Drum	Each		
20	30 Gallon Drum	Each		
21	55 Gallon Drum	Each		

22	Poly Drums for Lithium NiCad Batteries	Each		
23	Oil Booms	Each		

**To pump out, dispose and refill parts washer with degreaser Solution:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>U/M</u>	<u>Unit Cost</u>
1	Parts Washer Service	1	Per Service	

**II. PRICE SHEET- ITEMS FOR BIOHAZARD REMEDIATION - CRIME SCENE CLEAN-UP:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>Unit Price</u>
1	Police Vehicle Cleaning	per vehicle	
2	Jail Cell Cleaning	per cell	
3	Exterior Trauma Cleanup	flat fee per response	
4	PD Biohazard Pick Up	per 55 gal. container	

**If applicable Only:**

**Labor**

<u>Units</u>	<u>Item</u>	<u>Rate</u>
Hours	Emergency Response Coordinator	
Hours	Project Manager	
Hours	Equipment Operator	
Hours	Lead Technician	
Hours	Field Technician	
Hours	Field Administration Clerk	
Hours	Health & Safety Officer	
Hours	Certified Industrial Hygienist	
Hours	Field Chemist	
Hours	Prevailing Wage Additional Charge	

**Instrumentation**

<u>Units</u>	<u>Item</u>	<u>Rate</u>
Hours	Combustible Gas Indicator – LEL	
Hours	Organic Vapor Analyzer, PID, HNU	
Daily	Mercury Vapor Analyzer Per Day	
Daily	Drager Pump	
Each	Drager Tubes	
Daily	Radiation Detector	
Daily	Haz Cat Kit	

**Equipment**

<b>Units</b>	<b>Items</b>	<b>Rate</b>
Hours	40- Foot Tractor and Trailer	
Hours	40-Foot Flatbed Trailer and Tractor	
Hours	24-Foot Bobtail Truck with Lift Gate	
Hours	Vacuum Truck (50 Barrel)	
Hours	Vacuum Truck (70 Barrel)	
Hours	Vacuum Truck (120-130 Barrel – Stainless Steel)	
Hours	Pressure Washer/Steam Cleaner	
Hours	Service Truck	
Hours	Gear Truck	
Hours	Emergency Response Unit	
Hours	Front Loader	
Hours	Skid Steer	
Hours	Vactor Support Vehicle	
Hours	Super Sucker / Guzzler	
Hours	Excavator with grapple or thumb attachment	
Hours	Water Truck	
Hours	Roll Off/End Dump Truck 80,000 lbs. GVW	
Daily	Compressor	
Daily	5k Watt Generator	
Daily	Portable Light Standards	
Daily	Diaphragm Pump	
Daily	Rivet Buster	
Daily	Flood Light	
Daily	Gas Powered Cutoff Saw	
Daily	Sawzall (Day)	
Daily	Drum Rotator / Grabber	
Daily	Tripod Extraction Device	
Daily	Air Injection Unit W/ Hoses	
Daily	Drum Sling	
Daily	Pallet Jack	
Daily	Confined Space Rescue Equipment	
Daily	Mercury Hepa Vacuum	
Daily	Skill Saw	
Daily	Lock Out Tag Out	
Daily	30” Flat Surface Concrete Cleaner	
Daily	Portable Spill Containment	
Daily	Roll Off Box	
Daily	Banding Machine	
Daily	Chemical Transfer Trailer (Day)	
Daily	Drum Vacuum	
Daily	Breathing Air Trailer (Day)	

### Sampling Equipment

Units	Items	Rate
Day	Processing, Packaging, Shipping	
Each	Profile Fees	
Each	Emergency Profile Fees	
Each	Initial Waste Streams	
Each	PH Test Strips, pH 0-14 (Box)	
Each	Chain of Custody	
Project	Speed Wrench	
Project	Bung Wrench	
Project	Drum Dolly	
Each	Sample Jars	

### Safety Equipment

Units	Items	Rate
Each	Level {A} Personal Protective	
Each	Level {B} Personal Protective	
Each	Level {C} Personal Protective	
Each	Level {D} Personal Protective	
Each	Breathing Air (224 Cubic Ft Cylinder)	
Each	SCBA/Standby	
Each	Tyvek	
Each	Poly Coated Tyvek (Yellow) or Saranex	
Day	Acid Suit (replacement cost \$1,500)	
Each	Disposable Dust Mask	
Pair	Ear Plugs	
Pair	Safety Glasses	
Pack	Latex Gloves	
Pair	OV\Ag Resp. Cartidges	
Pair	BLK Pvc Gloves (Each)	
Pair	Leather Gloves (Each)	
Each	Portable Eyewash Station	
Each	Drinking Water (5 Gallon)	
Each	Drinking Water Bottle (16 Oz)	
100'	Life Line (100')	
Day	Safety Harness	
Day	Confined Space Equipment	
Each	Confined Space Entry Permit	

### Materials and Supplies

Units	Items	Rate
Bag	Vermiculites	
Bag	Clay Absorbent	

Bag	Caustic Soda	
Bag	Boric Acid	
Bag	Suck It Up Absorbent	
Bundle	Absorbent Pads	
Each	Absorbent Booms (8 Inch X 10 Ft)	
Each	55- Gallon D.O.T. Steel Drums (Open)	
Each	55- Gallon D.O.T. Steel Drums (Closed)	
Each	55- Gallon D.O.T. Poly Drums (Open Top)	
Each	55- Gallon D.O.T. Poly Drums (Closed)	
Each	55- Gallon PCB Drum, 17-C	
Each	30- Gallon D.O.T. Metal Pail	
Each	30- Gallon D.O.T Plastic Pail	
Each	14- Gallon D.O.T. Metal Pail	
Each	14- Gallon D.O.T Plastic Pail	
Each	Cardboard Drum (Light Tube) 4' or 8'	
Each	Recovery Drum, 85-Gallon Steel	
Each	Recovery Drum, 85-Gallon Poly Screw	
Each	Tri-Wall Hazardous Waste Containers	
Each	Pallets (Wood)	
Each	Biohazard Container, (1qt)	
Each	Drum Liners (55- Gallon)	
Each	Drum Liners (35-Gallon)	
Each	Drum Ring and Bolt, for 55-Gallon	
Each	Bags, 6-Mil Asbestos	
Each	Hazardous Waste Labels	
Each	Hazardous \ Caution Tape	
Each	Shrink Wrap (Roll)	
Each	Plastic Sheet (Visqueen) 100ft Roll	
Each	Hazardous & Non- Hazardous Manifest	
Each	Drum Funnel	
Each	Disposable Hand Pump	
Each	Barricades / Traffic Cones (Each/Day)	
Panel	Temporary Fence (6' x 12' Panel/Month)	
Each	Disposable Coliwasa	
Each	Bill of Lading	
1 Gal	Industrial Degreaser 1-Gal Bol Sg	
1 Gal	Industrial Degreaser 1-GAL Gc	
Day	Digital Camera	
Each	Cell Phone	
Each	Digital Report	
Each	Roll Off Box Liner	
Each	Gold Crew (Per Gallon)	
Each	Air Injection Unit W/Hoses (Day)	
Each	Hudson Sprayer	
Each	20' Extension Ladder (Day)	
Each	Squeegee 24"	

Each	Steel Shovel	
Each	Pick	
Each	Push Broom 24"	
Each	Plastic Vactor Hose (Per Foot)	
Each	Plywood (4x8) Heat Treated	
Each	Dunnage Wood (2x6x8)	
Each	Dunnage Air Bags	
Each	Rags (Bundle)	

Contractor agrees to provide **all necessary backup documentation** for all other as-needed labor and materials. Y / N

Other as-needed materials: Cost + \_\_\_\_\_%

Other as-needed labor: Cost + \_\_\_\_\_%

PARTY SUBMITTING PROPOSAL: \_\_\_\_\_

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

The undersigned declares:

I am the \_\_\_\_\_ [title] of  
\_\_\_\_\_ [proposer], the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Party Submitting Proposal

**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. 25-076AS.

---

(Firm Name)

---

(Print name and title of person signing for firm)

---

(Signature/Date)

**ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET**

**(To be Completed and Submitted with Contractor’s Proposal)**

All applicable insurance requirements to this RFP are identified with a ‘YES’ under the “Applicable to Vendor” column on the RFP Insurance Requirements Check List.

Contractor acknowledges that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City’s preliminary review.

---

(Firm Name)

---

(Print name and title of person signing for firm)

---

(Signature/Date)

City of Corona  
RFP No. 25-076AS Insurance Requirements Check List  
**(To be Completed and Submitted with Contractor's Proposal)**

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

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$3M occurrence/\$6M aggregate?			YES
Can your company provide Automobile Liability - \$1M?			YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M per claim or occurrence/\$2M aggregate?			Not Applicable
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$3 million/\$6 million with a primary Additional Insured endorsement?			YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?			YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?			YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?			YES
Does your insurance have any deductibles and/or self-insurance retentions?			YES

**Insurance Endorsements  
General Liability**

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

CG 20 33			
CG 20 38			
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractor's insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?			<b>YES</b>

**Automobile Liability**

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

**Workers' Compensation**

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

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

---



---



---



---



---



---



---



---



# CONTRACTOR'S SAFETY RECORD

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

Number of Serious OSHA Violations within the last two (2) years or any Willful violations within the last five (5) years (must state zero if none):

\_\_\_ Serious    \_\_\_ Willful    \_\_\_ Repeat    \_\_\_ Other    \_\_\_ Unclass    \_\_\_ Total

\_\_\_\_\_  
Firm Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date

## Vendor Performance Evaluation Form

<b>Department:</b>		<b>Division:</b>		
<b>Prepared By:</b>		<b>Title:</b>		
<b>Vendor Name:</b>			<b>P. O. #:</b>	
<b>Contract Amount: \$</b>		<b>Change Order Amount: \$</b>		
<b>Project Name:</b>				
<b>Description of Project:</b>				
<b>Date Prepared:</b>				
<b>Performance Evaluation Period: (select one)</b>				
<b>Weekly</b> <input type="radio"/>	<b>Monthly</b> <input type="radio"/>	<b>Quarterly</b> <input type="radio"/>	<b>Annually</b> <input type="radio"/>	<b>Other</b> <input type="radio"/>
<b>Vendor Category: (select one)</b>				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input type="radio"/>		Professional Service - unique, technical, and/or infrequent functions performed by an independent consultant/vendor qualified by education, experience, and/or technical ability to provide services. <input type="radio"/>		
Products - a supplier of a tangible object that is manufactured or refined for sale. <input type="radio"/>		Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. <input type="radio"/>		
<b>Evaluation Score Range and Criteria Factors</b>				
<b>EXCELLENT</b>	<b>ABOVE AVERAGE</b>	<b>AVERAGE</b>	<b>BELOW AVERAGE</b>	<b>UNSATISFACTORY</b>
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)
<ol style="list-style-type: none"> <li>1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i></li> <li>2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i></li> <li>3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i></li> <li>4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i></li> <li>5. <i>Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.</i></li> <li>6. <i>Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.</i></li> </ol>				



**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)

## 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.<sup>1</sup> 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.

---

<sup>1</sup> A copy of the applicable approved Notice Designating Sole Source Equipment and Products Specifications is provided 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 \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

**EXPERIENCE STATEMENT  
(To Be Completed and Submitted with Bid)**

**List at least three (3) municipal or other public utility/entity references for work of a similar nature performed by Contractor within the last five (5) years.**

**Customer #1 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Customer #2 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Customer #3 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Customer #4 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Contractor's Name \_\_\_\_\_

Signature \_\_\_\_\_

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

**FLEET COMPLIANCE CERTIFICATION**

**THIS FORM IS TO BE COMPLETED BY BIDDERS AND ALL SUBCONTRACTORS**

Contractor hereby acknowledges that they have reviewed the California Air Resources Board’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Contractor hereby certifies, subject to penalty for perjury, that the option checked below relating to the Contractor’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Contractor and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Contractor shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Contractor shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SECTION VI.**  
**RFP ACKNOWLEDGMENT**

REQUEST FOR PROPOSALS: **RFP NO. 25-076AS**

DESCRIPTION OF WORK: **ON-CALL CITYWIDE HAZARDOUS MATERIALS  
CLEAN-UP AND REMOVAL SERVICES**

CONTRACTOR'S NAME/ADDRESS:

---

---

---

---

NAME/TELEPHONE NO. OF  
AUTHORIZED REPRESENTATIVE

---

---

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

---

---

---

---

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

---

---

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred  
or suspended bidders? Yes / No. (circle one)

This offer shall remain firm for 90 days from RFP close date.

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

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, 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.

Verification of Addenda Received

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT SIGNER'S NAME AND TITLE: \_\_\_\_\_

\_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

COMPANY NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DIR REGISTRATION NO.: \_\_\_\_\_

**SECTION VII.**  
**FORM OF AGREEMENT**

**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT TYPE OF SERVICES\*\*\*] – ON-CALL CITYWIDE HAZARDOUS**  
**MATERIALS CLEAN-UP AND REMOVAL SERVICES, RFP 25-076AS)**

**1. PARTIES AND DATE.**

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

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

City desires to engage Contractor to render such services for the On-Call Citywide Hazardous Materials Clean-Up and Removal Services, RFP 25-076AS 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 [\*\*\*INSERT TYPE OF SERVICES\*\*\*] maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [\*\*\*INSERT START DATE\*\*\*] to [\*\*\*INSERT ENDING DATE\*\*\*] (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

#### **3.2 Responsibilities of Contractor.**

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

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

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

3.2.9.4 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.

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

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

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

### 3.2.10 Insurance.

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

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

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

*Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$3,000,000 minimum; per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 minimum; 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 minimum; per accident for bodily injury or disease; and (4) *Pollution Liability*: \$3,000,000 per claim.

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

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

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

(C) Pollution Liability. The pollution 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 Work or operations performed by or on behalf of the Contractor, including any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials, if applicable; 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.

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

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

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

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

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

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

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is

to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

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

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

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

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

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

### 3.2.12 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 Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages

from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

### **3.4 Termination of Agreement.**

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

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

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

### **3.5 General Provisions.**

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

**Contractor:**

[\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*]

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882

Attn: [\*\*\*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. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

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

3.5.4 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.

**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT TYPE OF SERVICES\*\*\*] – ON-CALL CITYWIDE HAZARDOUS**  
**MATERIALS CLEAN-UP AND REMOVAL SERVICES, RFP 25-076AS)**

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

**CITY OF CORONA**

By:

\_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

Reviewed By:

\_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

Reviewed By:

\_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

Reviewed 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\*\*\*]**  
**([\*\*\*INSERT TYPE OF SERVICES\*\*\*] – ON-CALL CITYWIDE HAZARDOUS**  
**MATERIALS CLEAN-UP AND REMOVAL SERVICES, RFP 25-076AS)**

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

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

By: \_\_\_\_\_  
**[\*\*\*INSERT NAME\*\*\*]**  
**[\*\*\*INSERT TITLE\*\*\*]**

By: \_\_\_\_\_  
**[\*\*\*INSERT NAME\*\*\*]**  
**[\*\*\*INSERT TITLE\*\*\*]**

**EXHIBIT “A”  
SCOPE OF SERVICES**

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

**EXHIBIT “B”  
SCHEDULE OF SERVICES**

**\*\*\*INSERT SCHEDULE\*\*\***

**EXHIBIT “C”  
COMPENSATION**

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

**[\*\*\*SEE SECTION 3.2.12 ABOVE AND INSERT CITY’S REQUIREMENT FOR  
PERFORMANCE/PAYMENT BONDS, IF APPLICABLE; IF NOT REQUIRED, STATE  
THAT THEY ARE NOT REQUIRED\*\*\*]**



**CITY OF CORONA  
ON-CALL CITYWIDE HAZARDOUS MATERIALS CLEAN-UP AND REMOVAL  
SERVICES (RFP) NO. 25-076AS**

**ADDENDUM NO. 1**

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

**Contact: Annette Solorio  
[annette.solorio@coronaca.gov](mailto:annette.solorio@coronaca.gov)  
PH: (951) 739-4922**

**08/14/2025**

Addendum No. 1 to RFP 25-076AS to the subject Request for Proposals (RFP) provides responses to questions submitted during the RFI period, updates the Scope of Services, and amends the Fee Table Template.

All provisions of this Addendum No. 1 are hereby incorporated by reference into the subject RFP. Consultants shall account for all provisions pursuant to this Addendum No. 1 in submitting their proposals. Each consultant shall acknowledge receipt of this Addendum in their proposal in the spaces provided therein.

**City Response to Questions:**

All answers for the RFI's submitted by potential consultants are presented in Excel file identified as "Q and A On-Call Citywide Haz Mat Clean-up and Removal RFP 25-076AS-Addendum 1-Final.xlsx" and is attached and incorporated into this RFP.

**City Modification No. 1:**

Section IV., Project Description and Scope of Services, is hereby deleted in its entirety and replaced with the attached PDF file identified as "Project Description and Scope of Services (rev) Addendum 1.pdf" and incorporated into this RFP.

Modifications to the Scope of Services addresses clarifications during the Request for Information (RFI) period:

**Per Question 17** – Section IV, Subsection C(I)(c), *Alternate Services*: The **Parts Washer** service has been **removed** from the Scope of Services.

**Per Question 19** – Section IV, Subsection C(I)(a), *Used Tires*: The following categories have been **removed** from the Scope of Services:

- Used Tires – Standard Auto
- Used Tires – Trucks, Heavy Equipment, Semi-Trucks, Flatbeds

**City Modification No. 2:**

Fee Table Template, is hereby deleted in its entirety and replaced with the attached PDF file identified as "Fee Table Template (REV) Addendum 1.pdf" and is attached and incorporated into this RFP.

Thank you,

*Annette Solorio*

---

Annette Solorio  
Purchasing Specialist II  
City of Corona  
400 South Vicentia Avenue, Suite 320  
Corona, CA 92882  
Office: 951-739-4922  
Email: [annette.solorio@coronaca.gov](mailto:annette.solorio@coronaca.gov)