

## Attachment A – Application

**Instructions:** Answer the questions below, and attach more pages if necessary to answer the questions.

**Firm Name:** \_\_\_\_\_

**Questions:**

1. Check boxes for all trades for which your company would like to be considered.

- Audiovisual Installation and Repair
- Bee and Pest Removal Services
- Boiler Repair & Services
- Building Security Systems
- Carpentry (rough framing and finish work contractors)
- Concrete and Masonry
- Crane Rental and Operator
- Debris Removal Services
- Door and Gate Contractor
- Electrical (all types)
- Electric Motor Service
- Elevator Services
- Emergency Building Cleanup Services
- Fabricators (metal and plastic)
- Fencing
- Fire Suppression System
- Flooring
- General Building Contractor
- General Engineering Contractor
- Generator Installation and Repair
- Graffiti Removal
- Hazmat Services and Demolition
- Heavy Equipment Rental and Operator
- HVAC Services
- Irrigation Controller System Technology
- Instrumentation and Controls Integrator
- Lathing and Plastering
- Landscape and Irrigation Installation
- Locksmith
- Mechanical Contractor (not HVAC)
- Office Partitions and Assembly
- Painting
- Pavement Striping
- Plumbing
- Pole Installation and Decorations
- Pump Rentals and Installation
- Pumping, Bypass Services, and Temporary Tanks
- Roofing

- Sawcutting Contractor (asphalt concrete and concrete)
- Sand and Water Blasting
- Security for Construction Sites
- Shoring
- Signs (includes monument signs, project signs)
- Slope Stabilization and Erosion Control
- Street and Parking Lot Pavement and Slurry Seal
- Street Sweeping
- Traffic Control Services
- Tree Removal and Tree Services
- Trucking and Hauling
- Utility Locating
- Water Tank Cleaning
- Welding
- Well Drilling and Rehabilitation
- Window Coverings and Treatments

2. Background and Experience: Provide a brief description of your company's background and qualifications.

3. Project Experience: Include your company's private industry project experience in the past five (5) years (attach additional pages as necessary).

<b>Client</b>	<b>Project &amp; Description of Work</b>	<b>Dollar Amount</b>	<b>Prime or Sub?</b>	<b>Contact Name &amp; Phone</b>

4. Public Project Experience: Include your company's experience with public agency clients in the past five (5) years (attach additional pages as necessary).

<b>Public Agency</b>	<b>Project &amp; Description of Work</b>	<b>Dollar Amount</b>	<b>Prime or Sub?</b>	<b>Contact Name &amp; Phone</b>

5. List key personnel that would have significant contact with City representatives during on-call services.

<b>Company Role</b>	<b>Name of Person</b>	<b>Primary Office Address</b>
Owner		
Superintendent		
Project Manager		
Foreman		

6. Typical on-call work is smaller in nature with short turnaround times. What is your current availability for additional workload?

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7. List any subcontractors you must have to do the work.

<b>Company Name</b>	<b>Address</b>	<b>License(s)</b>	<b>DIR Registration No.</b>

8. The City of Ojai encourages DBE participation. Is your firm a DBE as described in the Caltrans' Local Assistance Procedures Manual Section 10?

       YES        NO

## Attachment B – Prequalification Questionnaire

**Instructions:** Fill out the requested information on the following pages.

### Contractor Information:

a. Firm Name (as it appears on license):

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b. Firm Name DBA name (if applicable):

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c. Firm type (corporation, partnership, or sole proprietor):

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d. Address:

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e. Contact person(s):

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f. Phone number:

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g. Email Address:

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h. Department of Industrial Relations (DIR) Registration number:

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i. California Contractor's License Number(s), classification(s) and expiration date(s), and length of time held:

License Number	Classification	Expiration Date	Length of Time Held

**CERTIFICATION OF THE CUPCCAA PREQUALIFICATION STATEMENT**

The Contractor certifies under penalty of perjury under the laws of the State of California that all of the information contained in this pre-qualification statement is true and correct based upon facts known to the Contractor.

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By (sign here):

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Name (please print or type):

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Date:

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Title:

## ESSENTIAL REQUIREMENTS FOR QUALIFICATION

**NOTE: Contractor shall be disqualified if the answer to questions number 2 through 3 is “NO”**

1. Do you have an existing liability insurance policy with policy limit of at least \$1 Million per occurrence and \$2 Million aggregate? If no, attach the liability insurance you currently have.

YES  NO

2. Do you have a current Workers Compensation Insurance policy as required by the State of California Labor Code or is legally Self Insured pursuant to Labor Code Section 3700 et seq?

YES  NO

3. Are you a DIR Registered contractor?

YES  NO

**NOTE: Contractor shall be disqualified if the answer to questions number 4 through 6 is “YES”**

4. Has your license been revoked at any time in the last five (5) years?  YES  NO

5. Has the Surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the Owner within the last five (5) years?

YES  NO

6. At the time of submitting this Pre-Qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a Sub-Contractor on a public works contract, pursuant to either Labor Code Section 1777.1 (Violation of public works labor laws) or Labor Code Section 1777.7 (Violation of apprenticeship requirements)?

YES  NO

If YES, state beginning and ending dates of the period of debarment.

Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_

NOTE: A Contractor disqualified solely because of a “YES” answer given to question 4, 5, or 6 may appeal the disqualification and provide an explanation of the relevant circumstance during the appeal procedure.

## ORGANIZATION, HISTORY, PERFORMANCE COMPLIANCE WITH CIVIL AND CRIMINAL LAW

**NOTE: If answer to any of the following questions is “YES”, please explain on a separate signed sheet.**

1. Is your firm **currently** the debtor in a bankruptcy case? Has your firm been in a bankruptcy case at any time during the last five (5) years?

YES  NO

2. Has your license(s) been suspended by the California State License Board (CSLB) or any of your Responsible Managing Employee (RME) or Officer (RMO) been suspended within the last five (5) years?

YES  NO

3. Has your firm been assessed and paid Liquidated Damages after completion of a project under a construction contract with either public or private owner within the last five (5) years?

YES  NO

4. In the last five (5) years, has your firm, or any firm with which any of your company's owners, officers, or partners were “associated with”, been debarred, disqualified, removed, or otherwise prevented from bidding on, or competing at any government agency or public works project for any reason?

YES  NO

*(NOTE: “Associated With” refers to another construction firm in which an owner, partner, or officer of your firm held similar position.)*

5. In the last five (5) years, has your firm been denied an award of a public works contract based on a finding by a public agency that your firm was **NOT** a **RESPONSIBLE** bidder?

YES  NO

6. In the past five (5) years, has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration?**

YES  NO

7. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf as a result of a default to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

YES  NO

8. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

YES  NO

9. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?

YES  NO

10. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

YES  NO

*(NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)*

0. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

YES  NO

*(NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.)*

0. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

YES  NO

*(NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.)*

13. Has there been any occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

YES  NO

*(NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.)*

14. During the last five years, has there been any occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **Federal Davis-Bacon** prevailing wage requirements?

YES  NO

15. At any time during the last five years, has your firm been found to violate any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

YES  NO

## Attachment C – Insurance Requirements Acknowledgement

**Instructions:** Review the below insurance requirements from the Sample On-call Agreement included in the RFQ. Fill-out and sign the below statement, and turn this Exhibit C in with your SOQ.

**Statement:**

I understand the below insurance requirements and my firm has the capacity to get this insurance should I be offered to enter into contract with the City through the execution of the On-Call Agreement. I understand that the City cannot enter into a contract with my firm and my firm may be deemed not qualified if I cannot provide the level of insurance below when requested.

Firm Name \_\_\_\_\_

Signature (person authorized to sign for firm):

Name (type or print):\_\_\_\_\_

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

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

**Insurance Requirements:**

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial General Liability	\$1,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than \$1,000,000 per occurrence for all covered losses, and no less than \$2,000,000 general aggregate.

Liability policies must be endorsed to name **City, its officials, employees and agents** as “**additional insureds**” under the insurance coverage.

The policy must state that such insurance will be deemed “primary” such that any other insurance that may be carried by City will be deemed “excess” to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 01, or equivalent form as determined by City.

Coverage must be applicable to City for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by City. Limits must not be less than \$1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.
4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.
5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided

under an excess or umbrella liability policy must include a “drop-down provision” providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor’s obligations under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$2,000,000 per occurrence and aggregate.

8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the City Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by City. Such Certificates of Insurance and Endorsements must be in a form approved by City’s Attorney/Legal Counsel. Contractor must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to City.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, City may, in addition to any other available remedies, (a) obtain such coverage at Contractor’s expense and deduct the cost from the sums due Contractor, (b) make a claim against the Contractor’s surety, or (c) terminate the Contract.
10. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Contractor’s indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Agreement.

## Attachment D – On-Call Agreement Acknowledgement

**Instructions:** Fill-out, sign and date below to certify that you have read and have no exceptions to the sample On-Call Agreement that was provided as part of the RFQ.

**Certification:**

I have read and understand the terms and conditions of the sample On-Call Agreement provided:

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

Signature (person authorized to sign for firm): \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

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

## Attachment E – Example Bids from Past Projects

**Instructions:** Attach pricing from past job proposals, or bidding sheets for jobs you've completed over the past 5-years (private and for public agencies). This won't be used to establish contract pricing, but used to see what type of work you've done and how pricing was setup.