

City of El Segundo



REQUEST FOR PROPOSALS

for

Utility Locating and Marking Services

RFP Number:	23-03
RFP Title:	Utility Locating and Marking Services
Requesting Department:	Public Works
Request for Proposal (RFP) Release Date:	February 27, 2023
Mandatory Walk Through Date:	March 7, 2023 9:00 a.m.
Proposal Due Date:	March 28, 2023 11:00 a.m.

Notice is hereby given that sealed proposals will be received in the Office of the City Clerk, City Hall, 350 Main Street, El Segundo, California 90245 until 11:00 a.m. (PST), March 28, 2023

A Mandatory Walk Through is scheduled for Tuesday, March 7, 2023 at 9:00 a.m. (PST) at City Hall Courtyard, 350 Main Street, El Segundo, California 90245

*Request for Proposal for Utility Locating and Marking Services
City of El Segundo Public Works Department*

Interested parties may obtain a copy of this RFP by accessing the City Of El Segundo website:
<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

The City of El Segundo Public Works Department is soliciting proposals for City Utility Locating and Marking Services

1. It is the Bidder's responsibility to read the entire RFP and to comply with all requirements herein.
2. The scope of the RFP is summarized in the Scope of Services – Section IV
3. Each Bidder must provide the following included in their response:
 - a. All Exhibits B through F
 - b. Completed Pricing Sheet – Exhibit G
4. Each response must be submitted in a sealed envelope and clearly marked:

“RFP #23-03 Utility Locating and Marking Services”

Failure to identify the proposal on the envelope may result in disqualification of the proposal.

Sealed proposals must be submitted to the **Office of the City Clerk at 350 Main Street, El Segundo, California 90245. Responses will be received until 11:00 a.m. Pacific Standard Time on March 28, 2023.**

5. **Late submittals will not be accepted.**
6. City of El Segundo will not accept emails or faxes of the above submittals
7. **Any and all updates, addenda, questions and answers and changes to this RFP will be distributed through the Bid/RFP webpage. The City shall not be held responsible or liable if interested bidders or proposals miss any information relevant to this RFP.**

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SECTION I – DEFINITIONS

The words defined in this Section shall have the meanings set forth below whenever they appear in this RFP, unless: (a) the context in which they are used clearly requires a different meaning; or (b) a different definition is prescribed for a particular "Part" or provision.

1. Addenda - written or graphic instruments issued only by the City prior to the opening of bids which clarify, correct, or change the bidding documents or the contract documents.
2. Amendment - method of changing the terms and conditions or requirements of a contract beyond what is specifically allowed by the contract.
3. Award - the acceptance of a bid, offer, or proposal by the proper authority.
4. Bidder, Offeror, Proposer, Vendor - a person who submits a response to an invitation for bids.
5. City – The City of El Segundo
6. Contractor – Usually refers to the successful vendor to whom the contract is awarded. However, it could also refer to a Bidder, Proposer or Vendor.
7. Brand Names or Equal Specifications - specifications limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance or other salient characteristics needed to meet the City's requirements and which provides for the submission of equivalent products.
8. Brand Name Specification - a specification limited to one (1) or more items by manufacturers' names or catalogs.
9. Change Order - written order issued on or after the effective date of the agreement to correct errors, omissions, or discrepancies in purchase orders to cover acceptable overruns and freight costs, incorporate requirements to expand or reduce the scope of commodities or services ordered, or to meet unforeseen field, regulatory or market conditions; or a written order authorized by the proper authority, authorizing additions, deletions or revisions in the work or an adjustment on the contract price at times in accordance with the change order clause of a construction contract and signed by City and Contractor.
10. Contractor's Representative - an individual designated by the bidder or Contractor to act on its behalf and with the authority to legally bind the bidder or Contractor concerning the terms and conditions set forth in bid/proposal and contract documents.
11. Cure Letter - a letter sent to the Contractor as a result of poor performance or for failure to comply with the requirements outlined in these specifications. Typically, the Contractor has 30-60 days to comply or face termination of the contract for cause.
12. Engineer - The City Engineer, or designee, as defined in the Greenbook. Unless otherwise provided, all correspondence and decisions made relative to the contract will be by the City Engineer or his/her designated representative.

13. Public Works Director - The City's Public Works Director, or designee

SECTION II – INSTRUCTIONS TO BIDDERS

A. Mandatory Walk Through Meeting

A pre-bid meeting is scheduled for Tuesday, March 7, 2023 at 9:00am PST, at City Hall Courtyard, 350 Main Street, El Segundo, CA 90245. Bidders' attendance at this meeting is mandatory. If a bidder fails to attend the meeting, the bidder will be deemed as disqualified.



B. Filing Date

All proposals must be received **at or before 11:00 a.m. (PST), March 28, 2023**. Copies of all forms, specifications, and exhibits are available from the City website at <https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

C. Reservations

The City Council reserves the right to reject any and all bids/proposals received; to take all bids/proposals under advisement for up to 120 days after opening; to waive any informality on any bid/proposal; and to be the sole judges of the relative merits of the material mentioned in the respective bids/proposals received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items and reject bids/proposals that are not accompanied by the requested information.

D. Bid Form

- The proposal must be enclosed in an envelope and marked “**RFP #23-03 Utility Locating and Marking Services**” showing the bid number and addressed to the Office of the City Clerk, City Hall, 350 Main Street, El Segundo, California 90245.
- No telephone, email or facsimile bids will be accepted.
- If the proposal is made by an individual, it must be signed by the full name of the Proposer and include the Proposer's complete address. If it is made by a firm/expert, it must be signed with the co-partnership name by a member of the firm/expert, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- The phraseology of the bid must not be altered in any way.
- Proposals are subject to acceptance by the City for a period of 120 days unless a different period is prescribed in the proposal by the bidder.

E. The Contract

The Bidder to whom the award is made will be required to enter into a written contract with the City. A copy of the vendor's proposal and the contract specifications may be attached to and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

F. Discrepancies or Omissions

Vendors finding discrepancies or omissions in the RFP or having any doubts as to the meaning or intent of any part thereof shall submit such questions or concerns in writing electronically via <https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>. No responsibility will be accepted for oral instructions. Addenda issued in correspondence to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP.

G. Contingencies

This RFP should not be considered as a Contract to purchase goods or services but is a Request for Proposal in accordance with the Terms and Conditions herein and will not necessarily give rise to a Contract.

Completion of this RFP form and its associated appendices are a requirement. Failure to do so may disqualify your RFP response submittal. Vendors must submit signed RFP responses by the due date and time as specified herein. Vendors will be considered non-responsive if the above requirements are not submitted as requested. If only one RFP response is received, the City reserves the right to reject the response and re-bid the RFP.

Any Scope of Services, Contingencies, Special Instruction and/or Terms and Conditions applicable to this RFP and any Contract derived thereafter shall be effective as of the issue date of Notice to Proceed (NTP), and shall remain in full force and effect until sixty (60) days after the City has accepted the work in writing and has made final payment, unless sooner terminated by written agreement signed by both parties.

SECTION III – MINIMUM REQUIREMENTS

A. Business License

The selected Vendor awarded a Contract shall be required to obtain a City of El Segundo Business License no later than five (5) business days from notification of award prior to being issued a contract. Awarded vendor must possess and maintain all appropriate licenses/certifications necessary to in the performance of duties required under this RFP and will provide copies of licenses/certifications immediately upon request throughout the term of the Contract.

B. Prevailing Wages

Where labor is required for public work as a part of any requirement covered by this RFP, pursuant to the provisions of the Labor Code of the State of California, Vendor(s) shall pay no less than those minimum wages.

C. Representatives

Should the awarded Vendor require the services of a third party to complete the Scope of Services indicated in this RFP, the awarded Vendor will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof. Any attempt by the awarded Vendor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

The awarded Vendor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services including Vendor's subcontractor. All services shall be performed by the awarded Vendor or under the awarded Vendor's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by state and local law to perform such services.

The awarded Vendor shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. By its execution of this Agreement, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code and agrees to comply with such provisions before commencing the performance of the services.

In case of default by the Vendor, the City may take the following actions which shall include but not be limited to; cancellation of any contract, purchase order, procurement of the articles of service from other sources and may deduct from unpaid balance due to the Vendor, or may bill for excess costs so paid, and the prices paid by the City shall be considered the prevailing market prices paid at the time such purchase is made, withholding of payment until final resolution. Cost of transportation, handling, and/or inspection on deliveries, or Vendors for delivery, which do not meet specifications, will be for the account of the Vendor.

D. City Representatives

For the purposes of this Agreement, the contract administrator and City's representative shall be Arianne Bola, or such other person as designated in writing by City ("City's Representative). It shall be the Vendor's responsibility to assure that City's Representative is kept informed of the progress of the performance of the services, and the Vendor shall

refer any decisions that must be made by City to City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

E. Vendor Representative

For the purpose of this Agreement, _____ is hereby designated as the representative of the successful Vendor authorized to act in its behalf with respect to the services specified herein and make all decisions in connection therewith ("Vendor's Representative"). It is expressly understood that the experience, knowledge, capability and reputation of the Vendor's Representative were a substantial inducement for City to enter into this Agreement. Therefore, the Vendor's Representative shall be responsible during the term of this Agreement for directing all activities of Vendor and devoting enough time to personally supervise the services hereunder. The successful Vendor may not change the Vendor's Representative without prior written approval of the City's Representative.

F. Employee Conduct

All Vendor personnel must observe all City regulations in effect at the location where the Services are being conducted. While on City property, the Vendor's personnel shall be subject to oversight by City staff. Under no circumstances shall the Vendor's or Vendor's sub-contractor personnel be deemed as employees of the City. Vendor or Vendor's sub-contractor personnel shall not represent themselves to be employees of the City.

Vendor's personnel will always make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the City, or any other City employees. Vendor's personnel shall be required to work in a pleasant and professional manner with City employees, outside Vendors and the public. Nothing contained in this RFP shall be construed as granting the Vendor the sole right to supply personal or contractual services required by the City or without the proper City approval and the issuance of a Contract.

G. RFP Response Format and Submission Requirements

Completion of this RFP form and its associated Exhibits are a requirement. To be considered responsive and evaluate RFP responses fairly and completely Vendors must comply with the format and submission requirements set out in this RFP, and provide all information requested. Failure to comply with this instruction will deem said RFP response as non-responsive and will not receive further consideration in the evaluation process.

If only one RFP response is received, the City reserves the right to discard the response, re-bid or proceed with an RFP review and negotiations.

All proposals, whether accepted or rejected, shall become the property of the City upon submission. **Proposals must be received no later than 11:00 a.m. PST, March 28, 2023** to the following address:

**City of El Segundo
Office of the City Clerk
350 Main Street,
El Segundo, California 90245**

Proposals received after this time and date will not be considered.

Proposers shall provide: **FOUR** (4) complete paper copies of the proposal in a sealed envelope with the company name and clearly marked with the words “**RFP 23-03 Utility Locating and Marking Services**”

Proposal Format and Content

Proposers must follow the prescribed format. Do not include any extraneous or marketing material. Proposals shall include sections in the same order and format shown below.

Cover Letter/Introduction

RFP responses must include the complete name and address of Vendor and the name, mailing address, email address, and telephone number of the contact person regarding the RFP response. A signature by an authorized representative must be included on each RFP response. Said signature will be considered confirmation of the Vendors ability and willingness to comply with all provisions stated herein.

Table of Contents

The Table of Contents must be a comprehensive listing of the contents included in your RFP response. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and section reference numbers. Each section of the RFP response will be separated by a title page at the beginning of each section.

Executive Summary

The Executive Summary shall condense and highlight the contents of the Vendor's RFP response to provide the Evaluation Committee with a broad understanding of the Vendor's approach, proposal, experience and staffing.

Experience

The Vendor shall provide a concise statement demonstrating the Vendor's qualifications, experience, expertise, and capability to perform the requirements of this RFP. Provide a brief history of your company, including;

- The number of years in business,
- The firm's service commitment to customers,
- If the firm is involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.
- A statement as to whether your firm is an individual proprietorship, partnership, corporation, or private nonprofit firm, and the date your company was formed or incorporated.

Third-Party/Subcontractors

If the Vendor intends to subcontract, a detailed list of any sub-contractors, partners, or third-party Vendors who will be involved in the implementation of the proposed services including but not limited to:

- Description of the Vendor's experience with each of the proposed subcontractors,
- Five (5) customer references for each subcontractor to include references names, addresses, email addresses, and telephone numbers, for products and services like those described in this RFP,

- Describe the specific role of each.

Staff Biographies

Submit the resumes of the individuals who will be performing the services for the City. Resumes shall be formatted in the following order:

- Position with the Company,
- Length of time with the Company,
- Licenses, registrations and certifications as required by law to perform the Scope of Work described herein,
- Educational background,
- Role in the Project,
- Experience with the minimum requirements stated herein,
- Work history on similar or like projects with the other municipalities.

Proposal Response

Under this section Vendors shall provide a full, detailed response to the City's Scope of Services listed herein. Vendors should be as thorough as possible in their response as it may be the only opportunity to convey information regarding your business, ability and qualifications to complete the services needed.

Exhibits A through G

The following named Exhibit A through I are a requirement. All required exhibits must be completed and signed where required and submitted as required in this RFP.

Services Agreement

In addition to the acceptance of the City's Terms and Conditions, the successful Vendor will be required to enter into a Services Agreement ("SA") with the City of El Segundo, a "Sample" of which is found on Exhibit A. All requirements of said SA must be completed by the successful Vendor and signed by both applicable parties prior to any services being rendered. This RFP sets forth some of the general provisions which may be included in the final SA. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause. Any exceptions to this agreement must be noted at the time of submitting a proposal. If no exceptions are noted, the contract will be executed in the form provided. If the terms of the Agreement cannot be agreed upon for any reason, another vendor may be selected. Vendor will be required to obtain and, during the term of the contract, maintain insurance policies as detailed in the sample Agreement.

The initial contract term will be for three (3) years from the time of inception. By mutual agreement between the City and the Vendor, the contract may be renewed for two (2) optional one-year renewal terms, for a maximum contract period of five (5) years from the start date.

Termination for Default

The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress or fail to remedy discrepancies within the time set forth in any Cure Letter sent to the Vendor by the Engineer. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of

termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided under this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

Termination for Convenience

The City may - by written notice stating the extent and effective date - terminate any resulting contract for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the services or pro-rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination not otherwise recoverable from other sources by the Vendor as approved by the City. With respect to the undelivered or unacceptable portion of the Agreement, the amount of compensation shall in no event exceed the total price of the services rendered. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

Acknowledgement of Insurance

Vendors must meet all insurance requirements as outlined in the Professional Services Agreement. Ability to comply with said requirements must be indicated with signature of "Exhibit B, Acknowledgement of Insurance Requirements and Certification of Ability to Provide and Maintain Coverage Specified", which must be submitted with the Bid under the Insurance tab. The awarded Vendor will be responsible for providing the required Certificates of Insurance and must be the Named Insured on the Certificates. Certificates of Insurance from any other entity other than the awarded Vendor, will not be accepted.

Addendum Acknowledgement

The Vendor shall hereby acknowledge they have received all posted Addendums, if any. It is the Vendor's responsibility to log into the City website to identify and request copies of the addenda that have been posted. Addenda issued in correspondence to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP. Vendors must indicate their acknowledgement of any Addendums by way of signature on "Exhibit C, Addendum Acknowledgement" and must be included under this section of the RFP response.

Past Contract Disqualifications

Bidding Vendors must verify by way of signature to "Exhibit D, Bidder's Statement of Past Contract Disqualifications Form" that they have not been disqualified from any government contract and are registered in accordance with Labor Code § 1725.5. The signed exhibit must be included under this section of the RFP response.

Signature of Authority

"Exhibit E", Signature of Authority must be included with the Vendor RFP response. Unsigned RFP responses will not be accepted. The Signature of Authority declares that the Vendor has carefully examined the instruction indicated herein including all terms and conditions and specifications, and hereby proposes and agrees, if the Vendors RFP response is accepted, Vendor agrees to furnish all material in accordance with the instruction and specifications in the time and manner prescribed for the unit cost amounts set forth in the Vendors RFP response.

Company References

Provide a minimum of five (5) references, preferably with other municipalities in which similar services are being performed. References must be for work performed or completed within the past three (3) years. "Exhibit F, Reference Worksheet", must be complete and attached to your RFP response.

Pricing

"Exhibit G", Pricing must be included with the Vendor RFP response. All prices, terms and conditions for the contract period shall remain firm for the initial 12 months of the contract, in accordance with the pricing sheets submitted with the proposal.

Pricing on proposals shall be sufficient to pay all applicable Federal and State withholdings, workmen's compensation, staff mileage reimbursement (at the current IRS rate for the Los Angeles area) if no company vehicle is provided to travel to and from City; as well as any sick leave that may be required under California Assembly Bill 1522 (AB1522). Mobilization, utility mark-out, and administrative reporting must also be included.

SECTION IV – SCOPE OF SERVICES

The Vendor shall and agrees to receive all excavation notices and/or requests directed to City from any source, including requests generated through the Underground Service Alert (USA) One-Call Center.

City agrees to instruct the Underground Service Alert (USA) One-Call Center to transmit requests involving City's Fiber, Sewer Force Main and Storm Drain Force Mains directly to Vendor.

Vendor shall respond to and complete all locate requests in accordance with California laws. Vendor shall, for each locate request, review the City's underground facility as-built plans, determine any conflicts between the proposed excavation and City's facilities and where conflicts exist locate and mark such facilities.

- A. **Location of Work:** Various locations throughout the City. See the Location Map in the Appendix A.
- B. **Working Hours:** Normal working hours are 7:00 am to 4:00 pm Monday through Friday, excluding City recognized Holidays. All work shall be completed during normal working hours unless advance, written approval for after-hours work is obtained from the City Representative.
- C. **Routine Locate Rate:** Requests received from Underground Service Alert (USA) One-Call Center shall be paid for the proposed flat rate unit costs. Each billing unit includes up to 400 feet of marking. Each additional incremental distance of up to 400 feet will constitute an additional billing unit.
- D. **Non-Routine Locate Rate:** Requests received directly from City representative, which do not go through the USA center shall be paid at the proposed hourly rates. The regular hourly rate shall be paid for work completed during the normal working hours defined herein. Work completed outside normal working hours shall be paid at the after-hours rate.

Pricing shall be valid through June 30, 2024.

Vendor shall use chalk paint, flags, or stakes as necessary to identify the location of City's facilities. Such markings shall be placed at reasonable distances and shall be in accordance with APWA uniform color code guidelines.

Vendor agrees to perform the Services as promptly as possible, respond to USA tickets within two (2) working days of issuance, and electronically close out all locate requests.

Vendor shall respond, locate and mark Emergency Locate requests as directed by the City or USA within two (2) hours of notification during emergency conditions.

Vendor shall maintain records of all requests for a period of three (3) years, from the date of receipt.

Vendor shall submit monthly invoices and locate system billing detail for services rendered. Invoice to include: invoice number, date, period, client information, item description, number of tickets, number of locates, locate rate and/or hourly rate and total amount due. Locate system billing detail to include: billing period, client information, ticket numbers, address, city, ticket transmitted date/time and ticket completed date/time of locate, number of tickets, number of locates and/or hours.

All Services performed in a good workman-like manner and in accordance with all applicable laws, regulations and ordinances, and shall comply with the locating procedures as from time to time adopted and approved by the National Utility Locating Contractor's Association (NULCA).

Vendor shall designate a supervisor as a single point of contact between the Vendor and City to serve as liaison for administrative issues.

The Vendor's supervisor to be available each working day, during regular working hours, after-hours and available by cellular telephone, for the duration of the agreement. The supervisor must be fluent in English language. The cellular telephone shall meet F.C.C. standards and shall be able to clearly transmit and receive anywhere within the City Limits.

The Vendor and staff shall have skills, expertise, and have a minimum of five (5) years experience in all aspects of locating and marking services.

In the event Vendor encounters any City underground facilities that are "Identifiable, but Unlocatable", Vendor shall notify City after having exhausted reasonable efforts to locate such facility. City will assist Vendor with locates at no cost to Vendor.

Vendor's employees shall wear the appropriate work attire and personal protective equipment (PPE).

Work Zones shall be setup in accordance with the current Work Area Traffic Control Handbook (WATCH) in conformance with State and Federal standards and endorsed by the APWA.

No material or equipment shall be stored where it will interfere with safe passage of pedestrian and/or public traffic.

E. Materials Provided by City:

During the term of this Agreement, City agrees to furnish Vendor with adequate copies of City's underground facility maps and records. This shall include all available maps, measurements, charts, technical information and updates, which are necessary to locate City's underground facilities. All such materials furnished or disclosed to Vendor by City in the performance of this Agreement shall remain the property of City. All copies of such information shall be returned to City upon the termination of this Agreement. Unless such materials were previously known to Vendor free of any obligation to keep them confidential, or subsequently made public by City, such materials shall be kept confidential by the Vendor, shall be used only in the performance of Services under this Agreement and may not be used for any other purpose except as may be agreed upon in writing by City. This obligation of confidentiality shall survive the termination of this Agreement.

F. Materials Provided by Vendor:

During the term of this Agreement, Vendor agrees to provide sufficient qualified staff and personnel, office and field equipment, transportation and supplies as are necessary to fulfill its obligation under this Agreement, and shall furnish and maintain any and all State, County and Municipal licenses or permits which apply to the Services to be performed by Vendor. Vendor hereby represents and agrees that it is engaged in an independent business; that it will perform Services under this Agreement as an independent vendor and none of its workers, agents or employees shall under any circumstance be construed as an employee of City; that it has and hereby retains the right and responsibility to exercise control and supervision of the Services and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all Federal, State, County and Municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts and for the acts of its employees, agents and subcontractors while performing Services under this Agreement. Nothing contained in this Agreement shall create or be construed as creating the relationship of employer and employee, or partnership of joint venture, between the City and the Vendor, or between City and any person or persons employed or engaged by Vendor.

G. 2022 USA Tickets Data: See the table in Appendix B.

SECTION V – SELECTION PROCESS

A. Initial Screening

All RFP responses will undergo an initial review to determine responsiveness to the instructions herein. Those RFP responses initially determined to be responsive by meeting the RFP requirement as indicated herein will proceed to the next phase of the evaluation process.

B. Evaluation Activities

RFP responses deemed as having met the standard RFP requirements as indicated herein are then evaluated by an Evaluation Committee which comprised of City staff. The RFP submittals are scored and assigned a ranking of one (1) through ten (10), ten being the highest possible score. The following criteria have been assigned percentages that the criteria will be scored against, based upon but not limited to the following evaluation criteria factors:

Criteria

Criteria Description	Assigned Percentage
Vendor Expertise	40
Quality of proposed services or goods	20
Extent to which the Vendors services or goods meet the City’s needs	20
Cost	20

The Evaluation Committee will review and rank the proposals based upon the ‘Ranking Criteria’ table, and then re-rank the proposals in consideration of the Cost Proposal and overall value of the proposed services.

The top-rated Vendors may be requested to come to an interview with the Evaluation Committee, who will determine the final rankings. The ultimate scope of work, schedule, and fee will be negotiated with the top-ranked firm, resulting in a recommended contract award by staff to the City Council. The successful bidder is selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any bidder. If an agreement cannot be reached with the top-ranked firm in a reasonable amount of time, negotiations may begin with the next highest-ranking firm until an agreement is reached.

C. Tentative Schedule

The following schedule represents a target timeframe for the Respondent Selection process and execution of the License Agreement. Dates are subject to change.

Action	Date
Request for Proposal (RFP) Released	Monday, February 27, 2023
Mandatory Walk-Through	Monday, March 7, 2023 9:00 a.m.
Questions from Proposers Due	Friday, March 10, 2023 5:00 p.m.
Questions and Answers Posted	Tuesday, March 14, 2023
Proposals Due	Tuesday, March 28, 2023 11:00 a.m.
Contract awarded by City Council	Tuesday, April 18, 2023
Contract Begins (Start Date)	June 1, 2023

D. Notes

Addendums may be issued during this procurement process; however, none will be issued fewer than three (3) working days prior to the proposal due date.

Any and all questions shall be submitted solely to Arianne Bola via email: abola@elsegundo.org Question submittal due date is March 10, 2023 by 5:00pm and answers will be posted on the on the City’s website at <https://www.elsegundo.org/government/departments/city-clerk/bid-rfp> by the end of the day on Tuesday, March 14, 2023.

E. Attachments

Sample Services Agreement (Exhibit A)

Acknowledgement of Insurance (Exhibit B)

Addendum Acknowledgement (Exhibit C)

Bidder's Statement of Past Contract Disqualifications (Exhibit D)

Signature of Authority (Exhibit E)

Company References (Exhibit F)

Pricing (Exhibit G)

Appendix A

Location Map

Appendix B

2022 USA Tickets Data



Services Agreement

CONTRACTOR: _____

DATE MAILED: _____

Below you will find a checklist relating to Insurance and other requirements that are required for doing business with the City of El Segundo. Only those items checked-off are MANDATORY, however if your standard policies exceed the minimum requirements please include. **Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 20 10 11 85 or equivalent.** The amount of insurance set forth below will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. **Liability policies will be endorsed to name the City, its officials, and employees as "additional insured's" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.** Please find additional Terms and Conditions on the reverse side of this Services Agreement. **This is not a purchase order or an authorization to begin work.**

- Comprehensive General Liability, including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- Auto Liability, including owned, non-owned and hired vehicles with at least:
 - \$1,000,000 per occurrence.
 - \$100,000 - 300,000 per occurrence.
 - As required by State Statutes. A copy of your current policy must be submitted naming yourself and or your company.
- Workers' Compensation Insurance: as required by State Statutes with Waiver of Subrogation. (Not needed if Self-employed with no employees and CONTRACTOR signs statement to this effect.)
- Business License: The CONTRACTOR shall agree to have a current City of El Segundo license on file at City Hall or purchase said license (at no cost to the City).
- Permits: Plans must be approved and permit(s) issued (no fee) by the Planning and Building Safety if appropriate. Call the Planning Manager @ (310) 524-2340 if you have questions.
- Copy of valid picture I.D. (Drivers license etc.)

PLEASE NOTE: ALL APPLICABLE INFORMATION LISTED ABOVE MUST BE OBTAINED AND ON FILE, PRIOR TO THE ISSUANCE OF A CITY PURCHASE ORDER BEING SENT TO YOU (VIA FAX OR HARD COPY) BY THE PURCHASING AGENT, THUS AUTHORIZING COMMENCEMENT OF WORK FOR THE CITY.

Submitted by (complete all blanks):

COLOR COPY REQUIRED BACK TO THE CITY

Company Name:	By (Print name & title):
Company Street Address:	Vendor's Authorized Signature required:
City, State, Zip:	Date signed:
Phone:	FAX:
Vendor's Email address:	Vendor's Web site:

Mail original agreement and insurance to: City of El Segundo – City Clerk 350 Main Street, Room 5, El Segundo, CA 90245-3813

Originator/Department Contact: _____ Date initiated: _____

Department Head Approval: _____ Date Approved: _____

Insurance Approval: _____ Date Approved: _____

City Attorney

City Manager

City Clerk

1.GENERALLY. The materials, supplies, or services (collectively, "Purchase") covered by this services agreement and purchase order ("order") must be furnished by Seller subject to all the terms and conditions contained in this order which Seller, in accepting this order, agrees to be bound by and comply with in all particulars. No other terms or conditions are binding upon the parties unless subsequently agreed to in writing. Written acceptance or shipment of all or any portion of the Purchase covered by this order constitutes unqualified acceptance of all terms and conditions in this order. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specified the Purchase ordered, the price, and the delivery, and then only to the extent that such terms are consistent with the terms and conditions of this order.

2.INSPECTION. The Purchase furnished must be exactly as specified in this order, free from all defects in Seller's performance, design, workmanship, and materials, and, except as otherwise provided, is subject to inspection and test by City at all times and places. If, before final acceptance, any Purchase is found to be incomplete, or not as specified, City may reject it, require Seller to correct it without charge, or require delivery of such Purchase at a reduction in price that is equitable under the circumstances. If seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller bears all risks as to rejected Purchases and, in addition to any costs for which Seller may become liable to City under other provisions of this order, must reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted Purchases. Notwithstanding City's acceptance of any Purchase, Seller is liable for latent defects, fraud, or such gross mistakes as constitute fraud.

3.CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

4. TERMINATION. City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

5.TIME EXTENSION. City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

6.REMEDIES CUMULATIVE. City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

7.TITLE. Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

8.PAYMENT. City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order. Drafts will not be honored.

9.INDEMNIFICATION. Seller agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. It is expressly understood and agreed that the foregoing provisions will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

10.WARRANTY. Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

11.ASSIGNMENT. City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

12.INSURANCE. Seller must provide the insurance indicated on the face sheet of this Services Agreement.

13.PERMITS. Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

14.INDEPENDENT CONTRACTOR. City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which is it performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means that Seller will follow the direction of the City as to end results of the work only.

15.WAIVER. City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

16.INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

17. PREVAILING WAGES. If required by applicable state law including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, CONTRACTOR must pay its workers

prevailing wage. It is CONTRACTOR'S responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damage resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. A copy of the prevailing rate of per diem wages must be posted at the job site.

18. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, this Agreement takes precedence over any attached exhibit with conflicting provisions.

19. CONSIDERATION. As consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services not to exceed a total of \$_____ (_____ Dollars) annually in each fiscal year for the work. CITY will pay for work as specified in the attached Exhibit "A," which is incorporated by reference.

20. EXHIBITS. [RFP 23-03 Utility Locating and Marking Services]

21. TERM. The term of this Agreement will be from (date to date), unless otherwise terminated pursuant to Section 4.

EXHIBIT B
INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]
UTILITY LOCATING AND MARKING SERVICES
RFP 23-03

Company Name: _____

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$1,000,000
Business automobile liability:	\$1,000,000
Workers compensation:	Statutory requirement

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Insurer will agree in writing to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The City requires California Worker's Compensation Coverage with the associated Waiver. Out-of-state coverage will not be accepted in lieu of the California coverage, because the work is being performed in the State of California.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date

Bidder's Signature

EXHIBIT C
ADDENDUM ACKNOWLEDGEMENT
UTILITY LOCATING AND MARKING SERVICES
RFP 23-03

The Vendor hereby acknowledges the following Addenda Number(s) to this RFP have been received, if any. Vendor understands failure to acknowledge any addenda issued may cause the RFP response to be considered non-responsive. It is the Vendor's responsibility to always check the City website and download the number of addenda that have been posted.

- _____
- _____
- _____
- _____

Signature

Print Name

Title

Date

**EXHIBIT D
BIDDER'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS**

UTILITY LOCATING AND MARKING SERVICES
RFP 23-03

Company Name: _____

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes No

2. If yes, explain the circumstances:

2. Are you registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject your bid as nonresponsive]?

Yes No

Bidder's Signature

Name (Please Print)

EXHIBIT E
SIGNATURE OF AUTHORITY

UTILITY LOCATING AND MARKING SERVICES
RFP 23-03

The undersigned firm declares that he has carefully examined the specifications and read the above terms and conditions, and hereby proposes and agrees, if this RFP response is accepted, to furnish all material in accordance with the specifications and instructions, in the time and manner therein prescribed for the unit cost amounts set forth in the following RFP response.

THE VENDOR IN SUBMITTING THIS RFP RESPONSE MUST FILL IN THE FOLLOWING INFORMATION. FAILURE TO DO SO MAY DEEM YOUR RFP RESPONSE AS NON-RESPONSIVE.

COMPANY NAME:	ADDRESS: (STREET, STE #, CITY, STATE, ZIP)
TELEPHONE #:	
EMAIL ADDRESS:	WEB ADDRESS:
AUTHORIZED REPRESENTATIVE: (PRINT)	TITLE:
SIGNATURE:	DATE:

**EXHIBIT F
REFERENCES**

Company Name: _____

The following are the names, addresses, and telephone numbers for public agencies for which **BIDDER** has performed similar work as the prime Contractor or major Subcontractor within the past five (5) years:

1. Project Title: _____

Location: _____

Name and address of owner

Name, current telephone number, and email of person familiar with project

Type of Work: _____

Contract amount: \$_____ Date completed: _____

Amount of work done by my/our firm under Contract \$_____

Did your firm have any financial interest in Project? _____

2. Project Title: _____

Location: _____

Name and address of owner

Name, current telephone number, and email of person familiar with project

Type of Work: _____

Contract amount: \$_____ Date completed: _____

Amount of work done by my/our firm under Contract \$_____

Did your firm have any financial interest in Project? _____

3. Project Title: _____

Location: _____

Name and address of owner

Name, current telephone number, and email of person familiar with project

Type of Work: _____

Contract amount: \$ _____ Date completed: _____

Amount of work done by my/our firm under Contract \$ _____

Did your firm have any financial interest in Project? _____

4. Project Title: _____

Location: _____

Name and address of owner

Name, current telephone number, and email of person familiar with project

Type of Work: _____

Contract amount: \$ _____ Date completed: _____

Amount of work done by my/our firm under Contract \$ _____

Did your firm have any financial interest in Project? _____

5. Project Title: _____

Location: _____

Name and address of owner

Name, current telephone number, and email of person familiar with project

Type of Work: _____

Contract amount: \$ _____ Date completed: _____

Amount of work done by my/our firm under Contract \$ _____

Did your firm have any financial interest in Project? _____

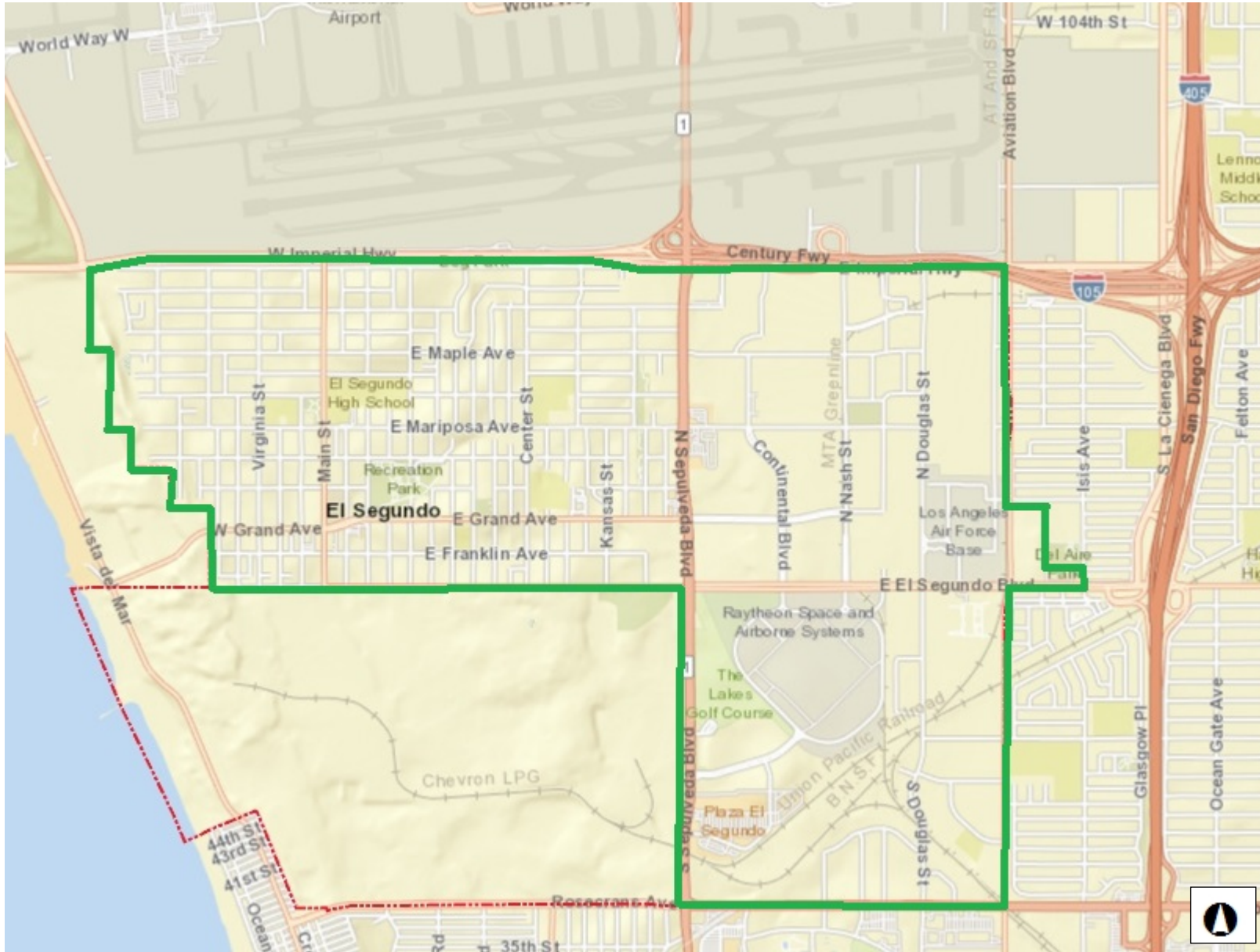
Bidder may attach additional reference pages if necessary.

APPENDIX A

LOCATION MAP



Utility Locating and Marking Services Location Map



6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible for any claims, losses or damages resulting from the use of this map.

APPENDIX B

2022 USA TICKETS DATA

City of El Segundo Utility Locating and Marking Services, RFP No. 23-03

Company Name: _____

Address: _____

City/State/Zip: _____

Designated Contact: _____

Email: _____

Phone #: _____ Cell Phone #: _____

Item No.	Description	Unit	Estimated Quantity	Unit Price (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
Locating and Marking Services Year 2022 for each member code* (the total average monthly tickets received = 100; total average monthly field locates = 20) *member code = ES01Fiber, ES01WW					
1	Service Rate to receive, screen, dispatch electronic positive response back to One Call for Sewer Force Main, Storm Water Force Main, and Fiber Optics Lines including all tickets not requiring field locate	month	12		

TOTAL BASE AND ITEM 1 IN FIGURES =

\$ _____

TOTAL BASE FOR ITEM 1 WRITTEN IN WORDS:

The following is not included in the bid amount but will be used as basis to determine applicable rates in excess of the bid rate above and outside of normal working hours. Regular Hours refers to 7:00 am to 5:00 pm; Monday through Friday; requires customer pre-approval

Additional Field Locates
(over 60 locates per month)

\$ _____/each

After hours emergency call out:

\$ _____/hour (minimum 2 hours)