

ELSINORE VALLEY MUNICIPAL WATER DISTRICT



PREQUALIFICATION OF BIDDERS

**FOR INSTALLATION OF
ADVANCED METERING INFRASTRUCTURE (AMI)
HARDWARE FOR PHASES 2 AND 3 OF ADVANCED
METERING INFRASTRUCTURE PROJECT**

May 13, 2016

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
P.O. Box 3000
31315 Chaney St
Lake Elsinore, CA 92531**

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PREQUALIFICATION OF BIDDERS FOR INSTALLATION OF
ADVANCED METERING INFRASTRUCTURE HARDWARE FOR PHASES 2 AND 3 OF
ADVANCED METERING INFRASTRUCTURE PROJECT

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**NOTICE REQUESTING
PREQUALIFICATION PACKAGES
FOR BIDDERS LIST FOR
INSTALLATION OF ADVANCED METERING INFRASTRUCTURE HARDWARE
FOR PHASES 2 AND 3 OF ADVANCED METERING INFRASTRUCTURE PROJECT**

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Notice is hereby given that the Elsinore Valley Municipal Water District (“EVMWD”) has determined that all contractors must be prequalified prior to submitting bids on two projects for installation of advanced metering infrastructure (AMI) hardware for phases 2 and 3 of EVMWD’s advanced metering infrastructure projects (“AMI Projects”). This prequalification shall apply to the following projects:

- **Phase 2 of AMI Project**
- **Phase 3 of AMI Project**

It is mandatory that all contractors who intend to submit bids for either of the AMI Projects, fully complete a single prequalification application package (“Prequalification Package”), including but not limited to the Prequalification Questionnaire (“Questionnaire”), provide all materials requested herein, and be deemed prequalified by EVMWD to be on the approved list of bidders (“Approved Bidders List – AMI Projects”). Unless expressly stated in the EVMWD Notice Inviting Bids, no bid will be accepted from any contractor that is not on EVMWD’s Approved Bidders List – AMI Projects. If two or more business entities expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must submit a fully complete Prequalification Package and be separately qualified to bid.

The completed Prequalification Package must be delivered to and received by EVMWD no later than **5:00 p.m. on June 13, 2016**. Prequalification Packages must include four (4) hard copies (one original and three copies), an electronic version on a CD in .pdf format, and be submitted in sealed envelopes marked “Confidential. Approved Bidders List – AMI Projects,” as further described in the Instructions for Preparation and Submission.

Prospective bidders may obtain a copy of the Prequalification Package from www.ebidboard.com.

EVMWD reserves the right to cancel this Notice or to reject any and all responses and Prequalification Packages, if it determines, in its sole discretion, that such cancellation or rejection is in the best interest of EVMWD. EVMWD reserves the right to bid construction of the Project without use of the approved list of bidders.

Answers to questions contained in the Prequalification Package, information about current bonding capacity, a notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, will be used by EVMWD in order to rate contractors with respect to their qualifications to bid on the AMI Projects. EVMWD reserves the right to check any other sources available to verify contractor’s statements, prior performance and veracity. EVMWD’s decision will be based on objective evaluation criteria.

EVMWD reserves the right to adjust, increase, limit, suspend or rescind the prequalification rating based on subsequently learned information. Contractors whose rating changes sufficiently to

disqualify them will be notified and given an opportunity for a hearing consistent with the hearing procedures contained herein.

While the prequalification process is intended to assist EVMWD in determining bidder responsibility prior to bid and aid EVMWD in selecting the lowest responsible bidder for work related to the AMI Projects, neither the fact of prequalification, nor any prequalification rating, will preclude EVMWD from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The Prequalification Packages submitted by contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification or investigation, or in any appeal hearing. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the Questionnaire will be used for that purpose.

The contractor shall provide only complete and accurate information. The contractor acknowledges that EVMWD is relying on the truth and accuracy of the responses contained herein. Each Prequalification Package must include a signed affidavit, which shall be signed under penalty of perjury in the manner designated and by an individual who has the legal authority to bind the contractor. If any information provided by a contractor becomes inaccurate, the contractor must immediately notify EVMWD and provide updated accurate information in writing, under penalty of perjury. Should a contractor omit requested information or falsify information, EVMWD may determine that contractor not prequalified.

EVMWD reserves the right to waive minor irregularities and omissions in the information contained in a Prequalification Package submittal and to make all final determinations. EVMWD may refuse to grant prequalification where the requested information and materials are not provided. There is no appeal from EVMWD's decision not to prequalify a contractor due to an incomplete or late application.

Where a timely and completed prequalification application results in a rating below that necessary to prequalify, an appeal can be made. To appeal, the contractor must deliver notice to EVMWD of its appeal of the decision with respect to its prequalification rating, no later than five (5) calendar days after EVMWD staff issues its recommendation of the qualified bidders list of contractors for the Project. Without a timely appeal, the contractor waives any and all rights to challenge the decision of EVMWD, whether by administrative process, judicial process, or any other legal process or proceeding.

If a contractor provides the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than twelve (12) calendar days after EVMWD's receipt of the notice of appeal. The hearing shall be an informal process conducted by EVMWD's General Manager or designee, who is delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the contractor will be advised of the basis for EVMWD's prequalification determination. The contractor will be given the opportunity to present information and reasons opposing the rating. Within two (2) business days after the conclusion of the hearing, the Appeals Panel shall render its decision, which will be final and binding. It is the intention of EVMWD that the date for the submission and opening of any bids will not be delayed or postponed to allow for completion of an appeal process.

The Prequalification Package, its completion and submission by the contractor, and its use by EVMWD, shall not give rise to any liability on the part of EVMWD to the contractor or any third party or person. This is **not** a solicitation for bid. No guarantees are made or implied that any projects will be constructed, either in part or whole. The contractor accepts all risk and cost associated with the completion of the Prequalification Package without financial guarantee.

PROJECT DESCRIPTION

EVMWD anticipates, subject to change at EVMWD's sole discretion, procuring a prequalified contractor or contractors to complete the two AMI installation Projects for the following work:

EVMWD currently maintains a water meter reading system including water service meters and meter transmission units ("MTUs") and data collection units ("DCUs"). EVMWD seeks to expand the existing water meter reading program with the installation of approximately 5,300 MTUs in the Phase 2 AMI Project and 36,500 MTUs in the Phase 3 AMI Project, in addition to replacing DCUs and other work as determined necessary on both projects.

Generally, the work that is the subject of this prequalification for Phases 2 and 3 of the AMI Projects is the purchase of the necessary MTUs and DCUs in accordance with the final scope of work and contract documents for the AMI Projects and installation of AMI hardware associated with EVMWD's advanced metering infrastructure project. The installed hardware shall be successfully integrated with the existing software installed to operate the AMI system.

The District's AMI system uses the Aclara STAR Network and all MTUs and DCUs shall be compatible with and approved for use with the Aclara STAR Network System.

ANTICIPATED SCHEDULE

The anticipated prequalification schedule is summarized as follows:

Date	Milestone
May 13, 2016	EVMWD issues request for prequalification from contractors.
May 26, 2016	Deadline for submitting questions.
June 13, 2016	EVMWD receives Prequalification Packages.
June 22, 2016	EVMWD issues recommendation of qualified bidders list for contractors.
June 27, 2016	Last day for contractors to appeal EVMWD's decision with respect to prequalification ratings and to deliver notice of appeal to EVMWD.
July 11, 2016	Last day for appeals to be heard by the EVMWD.
July 13, 2016	EVMWD adopts Approved Bidders List

Questions and Appeals: Specific questions regarding the prequalification process or any requests for appeals shall be made in writing and addressed to:

Brett A. Miller, Purchasing Supervisor

bmill@evmwd.net, 951-674-3146 ext. 8241

Dated: _____

Brett A. Miller, Purchasing Supervisor

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PREQUALIFICATION PACKAGES

Each contractor wishing to bid on either of the two separate projects for Elsinore Valley Municipal Water District's ("EVMWD") installation of AMI hardware for phases 2 and 3 of EVMWD's advanced metering infrastructure projects ("AMI Projects") must fully complete the Prequalification Package, provide all information and materials requested, and satisfy the prequalification criteria. This prequalification shall apply to the following projects:

- Phase 2 of AMI Project
- Phase 3 of AMI Project

If two or more business entities wish to bid as a joint venture ("JV"), each entity must fully complete the Prequalification Package and be separately deemed prequalified to bid. The JV must be properly licensed by the California Contractor's State Licensing Board prior to submission of a bid on the Project.

As provided in Public Contract Code Section 20101, completed Prequalification Packages and financial information are not public records and will not be open to public inspection. All information provided will be kept confidential to the extent permitted by law. EVMWD reserves the right to reject any and all submittals and to waive any irregularities in the information contained herein.

Each Prequalification Package must be completed with all information requested and be signed under penalty of perjury by an individual who has the legal authority to bind the contractor on whose behalf that person is signing. EVMWD must receive all Prequalification Packages and materials requested therein by the date and time stated in the Notice Requesting Prequalification Packages ("Notice"). Prequalification Packages that are incomplete, unsigned or received after the specified time will be returned unopened, and the contractor will not be eligible to participate in the bidding of projects subject to EVMWD's Approved Bidders List – AMI Projects.

Attach additional sheets as needed to provide complete responses.

Except where information related to former entities is expressly required herein, for purposes of evaluation, scoring and prequalification, all required contractor's information, including but not limited to experience, personnel and finances, must be provided for the entity holding the contractor's license. Information related to parent companies, subsidiaries, and any other related entity or proposed subcontractors will not be considered.

The prequalification of contractors will be determined by evaluation of the information submitted by contractors. EVMWD may verify any or all information provided in completed Prequalification Package, consider information provided by sources other than the contractor, and conduct such investigations as EVMWD deems appropriate to assist in the evaluation of contractor's responsibility, qualifications, and financial capacity.

If a contractor seeking prequalification has not been in business for the time period for which information is requested, it shall submit information on predecessor entities covering that time period.

EVMWD will evaluate all completed Prequalification Packages on a Pass/Fail basis and a points-based rating system. In order to be deemed prequalified and listed on EVMWD's Approved Bidders List – AMI Projects, a contractor must obtain a "Pass" rating on all of the criteria set forth

in Part I and meet the minimum rating requirements of EVMWD for Parts II through IV. Contractors who do not obtain a “Pass” rating for all of the criteria in Part I will not be deemed prequalified regardless of the scores obtained in Parts II through IV.

The installation contracts for the AMI Projects will be awarded, if at all, to the responsible, prequalified contractor submitting the lowest responsive bid. Neither issuing the Notice nor any other activity related to the prequalification process, obligates EVMWD to award any contract for construction of the AMI Projects to a particular contractor, or at all.

EVMWD reserves the right to reject any or all Prequalification Packages and to waive any irregularities in any Prequalification Package submittal. EVMWD reserves the right to determine that any contractor is not qualified at any time before or after the Prequalification Packages are received and evaluated if it finds that information provided in the response to the Notice is materially inaccurate or false, or upon evidence of collusion or other illegal practices on the part of a contractor.

If any information provided by a contractor becomes inaccurate, the party who provided the information must immediately notify EVMWD and provide updated accurate information in writing and under penalty of perjury.

EVMWD will notify all respondents of the result of the prequalification process in writing.

Any question or objection to the prequalification materials, or explanation regarding the meaning or interpretation of the Prequalification Package and related materials, must be requested in writing by overnight mail, e-mail or facsimile, before the time listed in the Notice. Oral explanations or instructions will not be binding unless issued as a formal addendum to the Prequalification Package. Any information provided to any contractor concerning a solicitation will be furnished to all contractors who requested a Prequalification Package. All contractors must acknowledge the receipt of any/all addenda on the form and in the manner required with each addendum.

By submitting a completed Prequalification Package, the contractor waives any and all objections to the form and content of the Prequalification Package, or the evaluation criteria.

Contractors should submit questions regarding the Prequalification Package in writing to EVMWD as follows:

**Brett A. Miller
Purchasing Supervisor
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530**

By my signature below, I acknowledge receipt of this document and agree to be bound by its terms and agree to submit it as part of the Prequalification Package.

Dated: _____

Name of contractor on whose behalf
this document is signed: _____

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

**PREQUALIFICATION OF BIDDERS
FOR APPROVED BIDDERS LIST
FOR INSTALLATION OF ADVANCED METERING INFRASTRUCTURE HARDWARE
FOR PHASES 2 AND 3 OF ADVANCED METERING INFRASTRUCTURE PROJECT**

PREQUALIFICATION QUESTIONNAIRE

CONTACT INFORMATION:

Full Name of Contractor (as it appears on license): _____

Type of Organization (Corporation, Partnership, Sole Proprietor, Joint Venture, etc.): _____

Corporate Tax Identification Number: _____

Is the corporation currently registered and in good standing with the State of California Secretary of State? _____

Street Address of Contractor: _____

Contractor's Contact Person: _____

Phone: _____ Fax: _____

Email Address: _____

**THIS PAGE IS SUBJECT TO DISCLOSURE
TO THIRD PARTIES**

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

PREQUALIFICATION OF BIDDERS
FOR APPROVED BIDDERS LIST
FOR INSTALLATION OF ADVANCED METERING INFRASTRUCTURE HARDWARE
FOR PHASES 2 AND 3 OF ADVANCED METERING INFRASTRUCTURE (AMI) PROJECT

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

An answer of “no” to any of the Questions 1 through 8 will be rated a “Fail” and the contractor will be immediately disqualified.

An answer of “yes” to any of the Questions 9 through 12 below will be rated a “Fail” and the contractor will be immediately disqualified.

1. Contractor possesses a valid and current California Contractor’s license (Class A General Engineering).

Yes No

2. Contractor will comply with and provide all insurance as defined in Attachment No. 1 “EVMWD Minimum Insurance Requirements”.

Yes No

NOTE: Contractor shall furnish a statement indicating the contractor’s ability to provide the insurance provided as Attachment No. 1. The contractor will be required to provide insurance as provided for in the Project Contract Documents upon actual bid and award.

3. The contractor has attached, within a separate sealed envelope marked as indicated below, the latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.

Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only and is not a substitute for the required financial statement.

The separate sealed envelope shall be marked as follows:

Proprietary – Not For Public Disclosure
Financial Statement of _____ [Contractor’s Name] _____
Prequalification for Approved Bidders List for AMI Projects

4. Has the contractor attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states your current available bonding capacity?

Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

5. Contractor, as the General Contractor, has completed at least three (3) advanced metering infrastructure (AMI) installation projects that involved the purchase and installation of at least 10,000 Meter Transmission Units (MTUs) and 5,000 meters within the last five (5) years. At least one (1) of the projects must have been valued at least \$2 million within the last five years.

For purposes of this question, an “advanced metering infrastructure (AMI) installation project” is defined when the following was required:

- (i) Furnishing meters of 3/4 inch or greater in size, and installing said meters to ensure capability of successfully receiving and transmitting water use information on established AMI system;
- (ii) Obtaining all federal, state and local permits required for the installation of water meters;
- (iii) Completion of work on a project receiving state or federal funding.

Contractor’s construction experience must demonstrate experience in each of the above requirements (“Required Criteria”).

Yes No

NOTE: Contractor must provide supporting project information in Part III. Failure to provide the necessary information in Part III will result in a “No” response to this question.

6. Contractor has a Project Manager who will be assigned to EVMWD with at least six years of experience and who has successfully completed at least three (3) AMI projects including the installation of at least 5,000 MTUs and at least one project that was valued at least \$2 million, completed in the last 10 years.

Yes No

NOTE: Contractor must provide supporting information in Part III. Failure to provide the necessary information in Part III will result in a “No” response to this question.

7. Contractor maintains a 24-hour call center.

Yes No

8. Contractor is an Aclara certified installer.
- Yes No
9. Has the contractor's license been revoked at any time in the last five years?
- Yes No
10. Has a surety firm completed a contract on the contractor's behalf, or paid for completion because the contractor was terminated for default by the project owner within the last five (5) years?
- Yes No
11. At the time of submitting this prequalification form, is the contractor ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code Section 1777.7.
- Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

12. At any time during the last five years, has the contractor, or any of its owners, or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
- Yes No

END OF PART I

PART II. INFORMATION REGARDING THE ORGANIZATION, HISTORY, PERFORMANCE, AND COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Contractors That Are Corporations:

1a. Date incorporated: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Co.	% Ownership

1d. Identify every construction, equipment manufacturer, or material supply firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Name of Company	Dates of Person's Participation with Company

For Contractors That Are Partnerships:

1a. Date of formation: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each partner who owns ten percent or more of the firm.

Name	Position	Years with Co.	% Ownership

1d. Identify every construction, equipment manufacturer, or material supply company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Name of Company	Dates of Person’s Participation with Company

For Contractors That Are Sole Proprietorships:

1a. Date of commencement of business: _____

1b. Identify every construction, equipment manufacturer, or material supply firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Name of Company	Dates of Person’s Participation with Company

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the contractor at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If "yes," explain on a separate signed page.

3. Is the contractor a subsidiary, parent, holding company or affiliate of another construction, equipment manufacturer, or material supply firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of the contractor holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction, equipment manufacturer, or material supply firms?

NOTE: Include information about other firms if an owner, partner, or officer of the contractor holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

5. State the contractor's gross revenues for each of the last three years:

2015: _____

2014: _____

2013: _____

6. How many years has the contractor been in business in California as a contractor under the contractor's present business name and license number?

_____ years

7. Is the contractor currently the debtor in a bankruptcy case?

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was the Contractor in bankruptcy at any time during the last five years? This question refers only to a bankruptcy action that was not described in answer to question 7, above.

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

C. Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by the contractor. At a minimum, contractors shall possess a valid Class A – General Engineering Contractors License to be considered.____

10. If any of the contractor’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license._____

11. Has the contractor changed names or license number in the past five years?
 Yes No
If “yes,” explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations:) officer of the contractor operated a construction, equipment manufacturer, or material supply firm under any other name in the last five years?
 Yes No
If “yes,” explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by the contractor or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended or revoked within the last five years?
 Yes No
If “yes,” please explain on a separate signed sheet.

D. Disputes

14. At any time in the last five years has the contractor been assessed liquidated damages after completion of a project under a construction contract with either a public or private owner?
 Yes No
If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has the contractor (or any firm with which any of the Contractor’s owners, officers or partners was associated with) been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: For purposes of this question “associated with” refers to another construction firm in which an owner, partner or officer of the contractor held a similar position, and which is listed in response to Question 1 of Part II.

Yes No

If "yes," explain on a separate signed page. State whether the contractor involved was the contractor applying for prequalification here or another firm. Identify by name of the company, the name of the person within the contractor who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has the contractor been denied an award of a public works contract based on a finding by a public agency that the contractor was not a responsible bidder?
- Yes No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

17. In the past five years has any claim against the contractor concerning the contractor's performance of a construction project been filed in court or arbitration?
- Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). If "yes", are there any current claims against the contractor that should you lose the claim(s), would adversely affect the contractor's financial position or the contractor's ability to meet the contractor's obligations if awarded the contract for this project? If so, please explain.

18. In the past five years has the contractor made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?
- Yes No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution). If "yes", are there any current claims against a project owner that should the contractor lose the claim(s), would adversely affect the contractor's financial position or the contractor's ability to meet the contractor's obligations if awarded the contract for this project? If so, please explain.

19. At any time during the past five years, has any surety company made any payments on the contractor's behalf, to satisfy any claims made against a performance or payment bond issued on the contractor's behalf, in connection with a construction project, either public or private?
- Yes No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the contractor?

Yes No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of each refusal.

E. Criminal Matters and Related Civil Suits

21. Has the contractor or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has the contractor or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has the contractor or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

F. Bonding

24. Bonding capacity: Provide documentation from the contractor's surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number: _____

25. If the contractor was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which the contractor worked at any time during the last three years, state the percentage that the contractor was required to pay. The contractor may provide an explanation for a percentage rate higher than one percent, if the contractor wishes to do so. _____

26. List all other sureties (name and full address) that have written bonds for the contractor during the last five years, including the dates during which each wrote the bonds: _____

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

Yes No

If yes, provide details on a separate signed sheet indicating the date when the contractor was denied coverage and the name of the company or companies which denied coverage; and the period during which the contractor had no surety bond in place.

G. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against the contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Yes No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, and the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against the contractor in the past five years?

Yes No

If “yes,” attach a separate signed page describing each citation.

30. As a result of the contractor’s actions or inactions, has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the contractor or the owner of a project on which the contractor was the contractor, in the past five years?

Yes No

If “yes,” attach a separate signed page describing each citation.

31. How often does the contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project? _____

32. Experience Modification Rate (EMR): Please obtain a letter from the contractor’s insurance carrier (or state fund if applicable) with the contractor’s interstate EMR’s for the Year 2015 EMR, Year 2014 EMR and Year 2013 EMR. If the contractor does not have an interstate rating, obtain the contractor’s intrastate EMR’s. Attach the letter as part of this package. The contractor shall list the Experience Modification Rate for the 2015 Year, the 2014 Year and 2013 Year (available from the contractor’s insurance carrier).

<u>Year</u>	<u>EMR</u>
2015	_____
2014	_____

2013
Three Year Average = _____

Are the above rates interstate or intrastate? _____

NOTE: Any of the following methods of "obtaining a letter" are acceptable:

- (1) Furnish a letter from the contractor's insurance agent, insurance carrier or state fund (on their letterhead) verifying the EMR data listed above; or
- (2) Furnish a photocopy of the applicable Experience Rating Calculation Sheets, which the contractor's insurance carrier should forward to the contractor annually.

33. Within the last five years has there ever been a period when the contractor had employees but was without workers' compensation insurance or state-approved self-insurance?
- Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "no," please provide a statement by the contractor's current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If the contractor has been in the construction business for less than five years, provide a statement by the contractor's workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that the contractor has been in the construction business.)

H. Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which the contractor was required to pay either back wages or penalties for the contractor's own firm's failure to comply with California's prevailing wage laws?

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

- Yes No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that the contractor was required to pay.

35. During the last five years, has there been more than one occasion in which the contractor's 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

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid, the amount of back wages the contractor was required to pay along with the amount of any penalty paid.

36. At any time during the last five years, has the contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

END OF PART II

PART III. COMPLETED VOLUME OF INSTALLATION OF ADVANCED METERING INFRASTRUCTURE HARDWARE PROJECTS

A. List of Completed Volume

Part I, Question 5 requires a “yes” response to the following:

Contractor, as the General Contractor, has completed at least three (3) advanced metering infrastructure (AMI) installation projects that involved the purchase and installation of at least 10,000 Meter Transmission Units (MTUs) and 5,000 meters within the last five (5) years. At least one (1) of the projects must have been valued at least \$2 million within the last five years.

For purposes of this question, an “advanced metering infrastructure (AMI) installation project” is defined when the following was required:

- (i) Furnishing meters of 3/4 inch or greater in size, and installing said meters to ensure capability of successfully receiving and transmitting water use information on established AMI system;
- (ii) Obtaining all federal, state and local permits required for the installation of water meters;
- (iii) Completion of work on a project receiving state or federal funding.

Contractor’s construction experience must demonstrate experience in each of the above requirements (“Required Criteria”).

The below information shall be used by EVMWD to contact the Owner, or its representative, as applicable, on each of the below-listed projects to confirm that the Required Criteria have been met and to ask the authorized representative of the Owner, who has personal knowledge of Contractor's performance and is able to provide an informed response to the following question: "Would you recommend the Contractor for employment on another project? Please respond 'yes' or 'no.'" An answer of "no" will be rated a "Fail" for purposes of Part I, Question 5 and the Contractor will be deemed not prequalified. Please add additional pages to list projects, if needed.

Project # 1 Name: _____

Owner: _____

Project Bid Cost: \$ _____

Final Project Cost: \$ _____

Implementation/Installation Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer: _____

Engineer's Telephone No.: _____

Project Manager: _____

Project Manager's Telephone No.: _____

Date of Completion: _____

Number of Meters Installed: _____

Number of MTUs Installed: _____

EVMWD Required Criteria Included in Project: _____

Project # 2 Name: _____

Owner: _____

Project Bid Cost: \$ _____

Final Project Cost: \$ _____

Implementation/Installation Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer: _____

Engineer's Telephone No.: _____

Project Manager: _____

Project Manager's Telephone No.: _____

Date of Completion: _____

Number of Meters Installed: _____

Number of MTUs Installed: _____

EVMWD Required Criteria Included in Project: _____

Project # 3 Name: _____

Owner: _____

Project Bid Cost: \$ _____

Final Project Cost: \$ _____

Implementation/Installation Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer: _____

Engineer's Telephone No.: _____

Project Manager: _____

Project Manager's Telephone No.: _____

Date of Completion: _____

Number of Meters Installed: _____

Number of MTUs Installed: _____

EVMWD Required Criteria Included in Project: _____

Total Construction Volume of listed Project(s) above: \$ _____

B. Project Manager Experience

Name below the Project Manager who will be assigned to EVMWD with at least six (6) years of experience and who has successfully completed at least three (3) advanced metering infrastructure (AMI) installation projects including the installation of at least 5,000 MTUs and at least one project that was valued at least \$2 million, completed in the last ten (10) years.

The project manager must have experience with each Required Criteria as defined under Part I, Question 5 and Part III, Section A of this Prequalification Package. Contractors may submit one alternate name in the event the first named person is not available. Experience in projects satisfying the Required Criteria of the alternate shall be provided on copies of this section. Provide resume, attached to the Prequalification Package, for the named Project Manager and alternate.

	Project Manager	Alternate
Name of Project Manager		
Number of Years of Total Construction Experience as a Project Manager of advanced meter infrastructure installation projects		
Number of Years as a Project Manager for Your Company.		

List three (3) advanced metering infrastructure installation projects satisfying the Required Criteria below where the individuals named above held the position of Project Manager.

Project # 1 Name: _____

Owner: _____

Project Bid Cost: \$ _____

Final Project Cost: \$ _____

Implementation/Installation Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer: _____

Engineer's Telephone No.: _____

Date of Completion: _____

Number of Meters Installed: _____

Number of MTUs Installed: _____

EVMWD Required Criteria Included in Project: _____

Project # 2 Name: _____

Owner: _____

Project Bid Cost: \$ _____

Final Project Cost: \$ _____

Implementation/Installation Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer: _____

Engineer's Telephone No.: _____

Date of Completion: _____

Number of Meters Installed: _____

Number of MTUs Installed: _____

EVMWD Required Criteria Included in Project: _____

Project #3 Name: _____

Owner: _____

Project Bid Cost: \$ _____

Final Project Cost: \$ _____

Implementation/Installation Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer: _____

Engineer's Telephone No.: _____

Date of Completion: _____

Number of Meters Installed: _____

Number of MTUs Installed: _____

EVMWD Required Criteria Included in Project: _____

Note: If a contractor elects to name an alternate Project Manager, the contractor must complete and submit another experience form for that individual with this Prequalification Package.

END OF PART III

C. Project Experience – Interview Questions

The following questions will be used to interview randomly selected contacts from at least two (2) completed projects. The contractor shall provide additional references upon request of EVMWD. EVMWD will conduct the interviews. No action on the contractor's part is necessary. These questions are included in the package to the contractor for information only.

The highest possible score is 130 points per project. EVMWD will complete two (2) interviews. An average score of less than 80 points on the projects will automatically disqualify a contractor. If the average score is between 80 to 94, EVMWD will conduct two (2) additional interviews of other references to obtain two (2) additional scores. If the average score of the two (2) additional interviews is less than 95, the contractor will be automatically disqualified. An average score of 95 or higher for two (2) projects is required for prequalification.

First, please give a brief description of the project.

1. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion have been recorded? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points).
2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)
3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)
4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)
5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including certified payroll, submittals and schedule updates? (Max. 10 points)
6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your agency approved? (Max. 10 points)
7. Was the project completed on time? (10 points if the answer is "yes")

Or, if the answer is "no", on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion? (For example: 1 if the contractor was completely responsible or 10 if the contractor was not responsible at all)?
8. On a scale of 1-10, with 10 being the best, rate the contractor on the contractor's proactivity in identifying change order work and the contractor's timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)
9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued and how well the contractor integrated the change order work into existing work. (Max. 10 points)
10. On a scale of 1-10, with 10 being the best, rate how the contractor performed in turning in Operations & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)

11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims or disputes (with your agency or subcontractors or vendors), given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)
12. On a scale of 1-10, with 10 being the best, rate the contractor with respect to timely payments by the Contractor to subcontractors and suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be 10.)
13. On a scale of 1-10, with 10 being the best, rate the contractor with respect to safety. Was shoring provided properly, were lock / out tag out procedures followed, did the contractor provide routine safety training?
14. On a scale of 1-10, with 10 being the best, how would you rate the overall quality of the contractor's work and the contractor's ability to work cooperatively? (Max. 10 points)

END PART V

AFFIDAVIT

We, the undersigned, _____ (name) as the authorized representatives for _____ (company) an interested contractor for the Elsinore Valley Municipal Water District's Approved Bidders List – AMI Projects, do hereby attest that all statements and representations made herein are true and correct to the best of our knowledge. These statements are made openly and freely without intent to influence or embellish actual conditions or circumstances that occurred. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

We acknowledge that we have received Addendum _____ through _____ .

We understand that EVMWD will investigate any and all statements and representations made by us and our firm in this Statement of Qualifications and we freely give our permission for them to do so. Should releases be required by any of our professional, financial, or bonding institutions to release verification of the enclosed data, we have provided them. We agree to waive any claims against EVMWD, Construction Manager, Design Engineer and/or any third party designated by EVMWD for the release of the information necessary to evaluate this Statement of Qualifications.

We further understand that any false statement or representations made in this application will result in disqualification of our firm as a bidder for any AMI Project. If it is determined that these false statements or representations were purposefully made to change, hide, or obscure negative information from EVMWD in an attempt to qualify under these false pretenses, the action will result in loss of eligibility for our firm to qualify for any EVMWD contracts for a minimum period of one (1) year and a maximum period of five (5) years from the date of discovery.

_____(Name)

_____(Signature)

_____(Title)

Attested:

Corporate Seal

_____(Name)

_____(Signature)

_____(Title)

Date _____, 2016

END OF QUESTIONNAIRE

**ATTACHMENT NO. 1
EVMWD MINIMUM INSURANCE
REQUIREMENTS**

1.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence to EVMWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence to EVMWD that the subcontractor has secured all insurance required under this Section.

1.2 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 out of or result from the performance of the Work and Contractor's other obligations under the Contract Documents whether by 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 and verify the subcontractors' compliance. Contractor's and subcontractors' 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, non-owned, leased or hired autos Code 8 (hired) and Code 9 (non-owned); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Installation Floater/Builder's Risk: "All Risk All Perils" form. The policies shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another. In addition, Contractor shall, if required to maintain Pollution Liability, as described below.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. For Commercial General Liability, Contractor shall have limits of at least the amount that corresponds to the Contract Price in the following table:

<u>Contract Price</u>	<u>Amount of Liability Insurance</u> (per occurrence)
\$ 0 - \$ 2 million	\$ 2 million
\$ 2 million - \$ 5 million	\$ 3 million
\$ 5 million - \$ 10 million	\$ 5 million
\$10 million - \$ 20 million	\$10 million

If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 25 03, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required occurrence limit. Should any of the Work involve aircraft (fixed wing or helicopter) owned or operated by Contractor, liability insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage is required. Should any of the Work involve watercraft owned or operated by Contractor, liability insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage is required.

2. Automobile Liability: \$1 million per accident for bodily injury and property damage.
 3. Workers' Compensation and Employer's Liability:
 - a. Workers' Compensation: statutory limits.
 - b. Employer's Liability limits of \$1 million per accident for bodily injury or disease.
 - c. Should any of the Work be upon or contiguous to navigable bodies of water, Contractor shall carry insurance covering its employees for benefits available under the Federal Longshoremen's and Harbor Worker's Act to the extent required by law;
 4. Excess/Umbrella Liability Policy may be provided to insure the total limits required for Commercial General Liability and Automobile Liability and must apply to all primary coverage afforded, including but not limited to general liability, owned and non-owned automobiles, leased and hired cars.
 5. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.
- C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with EVMWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with EVMWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, EVMWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by EVMWD will be promptly reimbursed by Contractor or EVMWD may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, EVMWD may suspend or terminate this Agreement.

1.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by EVMWD to add the following provisions to the insurance policies:

- A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, EVMWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects EVMWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of EVMWD, before EVMWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by EVMWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

- B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) EVMWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects EVMWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions, 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 EVMWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

- C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using WC 00 03 13 or the exact equivalent, to waive all rights of subrogation against EVMWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions for losses paid under the terms of the insurance policy.

- D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:
 - 1. coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by mail has been given to EVMWD and all additional insureds.

2. any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to EVMWD and any other additional insureds.
3. standard separation of insureds provisions.
4. No special limitations on the scope of protection afforded to EVMWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions.
5. waiver of any right of subrogation of the insurer against EVMWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against EVMWD or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.4 Installation Floater Insurance shall be for the total value of project. The policy shall be written on an "All Risk, All Perils" form, to include coverage for earthquake, flood, and Acts of God (as defined in public Contract Code Section 7105), insuring for physical loss or damage to the Work, false work, completed work, work in progress, material, supplies, and equipment of the Work Site, but also to property at off-site storage locations and in transit, without regard to the location of the covered property. The policy shall be issued on a replacement cost basis, and shall insure against at least the following perils or causes of loss: fire, lightning, weather damage, explosion, extended replacement cost coverage, theft, vandalism, malicious mischief, collapse, debris removal, aircraft, demolition occasioned by enforcement of Applicable Laws, water damage from any source), snow, sleet, hail, wind, acts of terrorism, and such other perils not specifically listed. The policy shall include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects), allow for Partial Utilization of the Work by EVMWD, and include testing and startup.

If the replacement cost increases during the course of construction, additional insurance limits must be purchased by Contractor.

Should any of the Work involve construction or remodeling of, or addition to, a building or buildings, then Builder's Risk/Course of Construction Coverage shall be added to the Installation Floater Insurance. The Builder's Risk/Course of Construction coverage shall also include the perils of flood and earthquake.

Installation Floater Insurance deductible amounts may be selected by Contractor, but shall not exceed the maximum allowable deductible for the Contract Price of the Project in the table set forth below. The maximum allowable deductibles for the perils of earthquake and flood shall not be greater than five percent of the value at risk at the time of loss.

	All Risk Perils
--	-----------------

<u>Contract Price</u>	<u>Maximum Deductible</u>
\$ 0 - \$ 2,000,000	\$ 10,000
\$ 2,000,001 - \$ 5,000,000	\$ 20,000
\$ 5,000,001 - \$ 10,000,000	\$ 50,000
\$ 10,000,001 - \$ 50,000,000	\$ 100,000

Installation Floater Insurance policy shall name EVMWD, Contractor and Subcontractors as insureds, with deductible amounts, if any, for the sole account of and payable by Contractor. Loss under Installation Floater Insurance shall be adjusted with and payable to EVMWD for the interest of all parties.

The amount of Installation Floater Insurance shall be sufficient to protect against such loss or damage in full until all Work is accepted by EVMWD. The premium for Installation Floater Insurance will be paid at the lump sum price set forth in Schedule A of the Schedule of Pay Items.

- 1.5 Pollution Liability insurance is required should any of the Work involve pollutants. Liability coverage shall include coverage for the environmental risk associated with the project and expenses related to such, including bodily injury, property damage, on and off site clean-up, transporting, carrying, or storing pollutants, coverage for non-owned disposal site. Minimum limits of insurance shall be the same as Minimum Limits for the Commercial General Liability Insurance.

Pollutants include, but are not limited to, asbestos, mold, microbial matter, solid, liquid, gaseous or thermal irritants or contaminants, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

- 1.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by EVMWD. Contractor shall guarantee that, at the option of EVMWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects EVMWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

- 1.7 Claims Made Policies. Claims made policies are not acceptable other than for Professional Liability. In addition to the requirements above, for any claims made policy:

- A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of Contract work.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after EVMWD's acceptance of the Work.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor

must purchase “extended reporting” coverage for a minimum of five (5) years EVMWD’s acceptance of the Work.

- 1.8 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the Work until Contractor has verified that all subcontractors maintain insurance meeting all requirements under this Section and provided evidence to EVMWD of such insurance. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13. If requested by Contractor, EVMWD may approve different scopes or minimum limits of insurance for particular subcontractors. Contractor shall confirm that EVMWD and entities identified in the Special Provisions shall be named as additional insureds on all subcontractors’ policies of Commercial General Liability Insurance and Commercial Automobile Insurance.
- 1.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A:VIII, licensed to do business in California, and satisfactory to EVMWD.
- 1.10 Verification of Coverage. Contractor shall furnish EVMWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to EVMWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by EVMWD before work commences. EVMWD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 1.11 Reservation of Rights. EVMWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF INSURANCE REQUIREMENTS

**ATTACHMENT NO. 2
SCORING INSTRUCTIONS**

The scorable questions arise in three different areas:

- | | |
|----------------|--|
| Part II(B)-(F) | <u>History of the business and organizational performance;</u> |
| Part II(G)-(H) | <u>Compliance with occupational safety and health laws, workers' compensation and other labor legislation;</u> |
| Part IV | <u>Interview Questions.</u> |

PART II SCORING INSTRUCTIONS

B. Questions about History of the Business and Organizational Performance

6. How many years has the contractor's organization been in business in California as a contractor under the contractor's present business name and license number?

0 – 3 years = 0 points
3 years or more = 2 points
4 years = 3 points
5 years = 4 points
6 years or more = 5 points

7. Is the contractor currently the debtor in a bankruptcy case?

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

"No" = 3 points "Yes" = 0 points

8. Was the contractor in bankruptcy at any time during the last five years? This question refers only to a bankruptcy action that was not described in answer to question 7, above.

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

"No" = 3 points "Yes" = 0 points

C. Licenses

13. Has any CSLB license held by the contractor or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended or revoked within the last five years?

Yes No

"No" = 5 points "Yes" = 0 points

D. Disputes

14. At any time in the last five years, has the contractor been assessed liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes No

No projects with liquidated damages of more than \$5,000 = 5 points

Only one project with liquidated damages of more than \$5,000 = 2 points

Any other answer = 0 points

15. In the last five years has the contractor, or any firm with which any of the contractor's company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of the contractor held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

"No" = 5 points "Yes" = 0 points

16. In the last five years, has the contractor been denied an award of a public works contract based on a finding by a public agency that the contractor's company was not a responsible bidder?

Yes No

"No" = 5 points "Yes" = 0 points

17. In the past five years, has any claim against the contractor concerning the contractor's performance of a construction project, been filed in court or arbitration?

Yes No

5 points for either "No" or "Yes" indicating 1 such instance

3 points for "Yes" indicating 2 such instances

0 points for "Yes" if more than 2 such instances

18. In the past five years, has the contractor made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration?**

Yes No

5 points for either "No" or "Yes" indicating 1 such instance

3 points for "Yes" indicating 2 such instances

0 points for "Yes" if indicating more than 2 such instances

19. At any time during the past five years, has any surety company made any payments on the contractor's behalf, to satisfy any claims made against a performance or payment bond issued on the contractor's behalf in connection with a construction project, either public or private?

Yes No

5 points for "No"

3 points for "Yes" indicating no more than 1 such claim

Subtract five points for "Yes" indicating more than 1 such claim

20. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the contractor?

Yes No

5 points for either "No" or "Yes" indicating 1 such instance

3 points for "Yes" indicating 2 such instances

0 points for "Yes" or if more than 2 such instances

E. Criminal Matters and Related Civil Suits

21. Has the contractor, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

"No" = 5 points "Yes" = subtract 5 points

22. Has the contractor, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

"No" = 5 points "Yes" = subtract 5 points

23. Has the contractor or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

"No" = 5 points "Yes" = subtract 5 points

F. Bonding

25. If the contractor was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which the contractor worked at any time during the last three years, state the percentage that the contractor was required to pay. The contractor may provide an explanation for a percentage rate higher than one percent, if the contractor wishes to do so.

_____ %

5 points if the rate is less than or equal to 1.1 percent

3 points if the rate is greater than 1.1 percent but less than or equal to 1.2 percent

0 points for any other answer

27. During the last five years, has the contractor ever been denied bond credit by a surety company, or has there ever been a period of time when the contractor had no surety bond in place during a public construction project when one was required?
- Yes No
- “No” = 5 points “Yes” = 0 points**

G. Questions about compliance with safety, workers compensation, prevailing wage and apprenticeship laws.

28. Has CAL OSHA cited and assessed penalties against the contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?
- Yes No
- 5 points for either “No” or “Yes” indicating 1 such instance
3 points for “Yes” indicating 2 such instances
0 points for “Yes” indicating more than 2 such instances**

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against the contractor in the past five years?
- Yes No
- If yes, attach a separate signed page describing each citation.
- 5 points for either “No” or “Yes” indicating 1 such instance
3 points for “Yes” indicating 2 such instances
0 points for “Yes” indicating more than 2 such instances**

30. As a result of the contractor’s company’s actions or inactions, has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the contractor or the owner of a project on which the contractor was the contractor, in the past five years?
- Yes No
- 5 points for either “No” or “Yes” indicating 1 such instance
3 points for “Yes” indicating 2 such instances
0 points for “Yes” indicating more than 2 such instances**

31. How often does the contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project? _____
- 3 points for an answer of once each week or more often
0 points for any other answer**

32. Experience Modification Rate (EMR): Please obtain a letter from the contractor’s insurance carrier (or state fund if applicable) with the contractor’s interstate EMR’s for the Year 2015 EMR year, Year 2014 EMR and Year 2013 EMR. If the contractor does not have an interstate rating, obtain the contractor’s intrastate EMR’s. Attach the letter as part

of this package. The contractor shall list the Experience Modification Rate for the 2015 Year, the 2014 Year and 2013 Year (available from the Contractor's insurance carrier).

<u>Year</u>	<u>EMR</u>
2015	_____
2014	_____
2013	_____
Three Year Average	= _____

Are the above rates interstate or intrastate? _____

NOTE: Any of the following methods of "obtaining a letter" are acceptable:

- (1) Furnish a letter from the contractor's insurance agent, insurance carrier or state fund (on their letterhead) verifying the EMR data listed above; or
- (2) Furnish a photocopy of the applicable Experience Rating Calculation Sheets, which the contractor's insurance carrier should forward to the contractor annually.

5 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.00

0 points for any other EMR

33. Within the last five years, has there ever been a period when the contractor had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

5 points for either "No" or "Yes" indicating 1 such instance

0 points for any other answer

H. Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years on which the contractor was required to pay either back wages or penalties for the contractor's own firm's failure to comply with the **state's** prevailing wage laws?

Yes No

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

5 points for either "No," or "Yes" indicating either 1 or 2 such instances

3 points for "Yes" indicating 3 such instances

0 points for "Yes" indicating more than 3 such instances

35. During the last five years, has there been more than one occasion on which the contractor's 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

5 points for either "No," or "Yes" indicating either 1 or 2 such instances

3 points for "Yes" indicating 3 such instances

0 points for "Yes" indicating more than 3 such instances

36. At any time during the last five years, has the contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

5 points for either "No," or "Yes" indicating either 1 or 2 such instances

3 points for "Yes" indicating 3 such instances

0 points for "Yes" indicating more than 3 such instances

PART IV SCORING WORKSHEET

Question	Score
1. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion have been recorded? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points)	_____
2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)	_____
3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)	_____
4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)	_____
5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including certified payroll, submittals and schedule updates? (Max. 10 points)	_____
6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your agency approved? (Max. 10 points)	_____
7. Was the project completed on time? (10 points if the answer is “yes”) Or, if the answer is “no”, on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion? (For example: 1 if the contractor was completely responsible or 10 if the contractor was not responsible at all)?	_____
8. On a scale of 1-10, with 10 being the best, rate the contractor on the contractor’s proactivity in identifying change order work and the contractor’s timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)	_____
9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued and how well the contractor integrated the change order work into existing work. (Max. 10 points)	_____
10. On a scale of 1-10, with 10 being the best, rate how the contractor performed in turning in Operations & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)	_____
11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims or disputes (with your agency or subcontractors or vendors), given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)	_____

12. On a scale of 1-10, with 10 being the best, rate the contractor with respect to timely payments by the Contractor to subcontractors and suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be 10.) _____
13. On a scale of 1-10, with 10 being the best, rate the contractor with respect to safety. Was shoring provided properly, were lock / out tag out procedures followed, did the contractor provide routine safety training? _____
14. On a scale of 1-10, with 10 being the best, how would you rate the overall quality of the contractor's work and the contractor's ability to work cooperatively? (Max. 10 points) _____
- Total _____

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

**PREQUALIFICATION OF BIDDERS FOR INSTALLATION OF
ADVANCED METERING INFRASTRUCTURE HARDWARE FOR PHASES 2 AND 3 OF ADVANCED METERING INFRASTRUCTURE
PROJECT**

Contractor Name: _____

	Evaluation Criteria	Maximum Points Available	Required Score	Actual Score
Part I:	Essential Requirements	Pass	Pass	Pass / Fail (circle one)
Part II:	B - F History of Business and Organizational Performance	76 points	57 points	
	G - H Safety, Prevailing Wage and Apprenticeship	43 points	31 points	
Part III	Completion of Recent Projects and Quality of Performance	Complete	Complete	
Part IV	Project Experience & Interview Questions	130 points (per project)	95 points (average of two projects)	