



City of Lompoc

Request for Proposals No. 2826 Urban Forestry Services

*****Closes July 21, 2016 at 2:00 pm*****

The City of Lompoc is currently soliciting proposals for the professional services of an independent contractor to provide urban forestry services as requested by the City of Lompoc per the attached specifications. Proposals must be received by **2:00 p.m. PT, July 21, 2016**. Proposals will not be accepted via fax or email. Proposals must be delivered to:

City of Lompoc
Purchasing Division
1300 West Laurel Avenue
Lompoc CA 93436-5163

It is the responsibility of the bidder to see that any proposal submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. Late proposals will be returned to the bidder unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of proposal. Proposals will not be accepted by telephone or facsimile machine. All bid/proposals must bear original signatures and figures. Proposals received will not be publicly read aloud.

The only authorized City contact will be the Purchasing Officer listed below or other contact through Purchasing Office Staff, from the original issue date until the contract is awarded. Interested bidders or their representatives are not allowed to communicate with City staff regarding this solicitation. If any bidder is found to be in violation of this provision, the City reserves the right to reject their bid.

Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Adrienne Boyd, (805) 735-7628, a_boyd@ci.lompoc.ca.us. Questions must be submitted before Noon on July 18, 2016.

In order to be sure that you are listed as a "Registered Bidder" and advised of any changes please complete the "Registered Bidder Information Sheet" today before you prepare and send your bid. Not returning the Registered Bidder Information Sheet may be a reason for disqualification.

PROPOSALS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.

Adrienne Boyd
Buyer



**“Registered Bidder Information Sheet”
Request for Proposals No. 2826
Urban Forestry Services**

***** Closing Date: July 21, 2016 at 2:00 P.M.*****

To stay informed of any changes or modifications to this bid, please print your information and fax the completed sheet to (805) 735-7628 or email to a_boyd@ci.lompoc.ca.us

(Please type or print)

Company Name	Signature Of Authorized Representative	
Address	Name And Title (Please Print)	
City, State And Zip Code	Email Address	
Phone Number	Web Page	
Fax Number	Date	
Will you be attending the pre-proposal meeting on July 7, 2016 at 1:30 p.m.		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attend via conference call/SKYPE/WebEx

1. Introduction. This specification is intended to describe a multi-year "full service" non-exclusive Urban Forestry Services from an Independent Contractor including all labor, equipment and materials to provide structural trimming/pruning with picture documentation, Parks and Street Divisions tree pruning, palm tree trimming, utility line clearance to P.U.C. Standards, tree removal, tree planting, emergency removal, clean up and disposal of hanging limbs, or damaged or down trees. The City has an approximately 16,000 Right of Way trees and 10,000+ private trees with electric or Right of Way conflicts.

a. Billing submittal to be in the form of an invoice followed by two (2) Computerized Tree Inventory Database with Completed Tree Inventory at the conclusion of the fiscal year.

b. In addition to hardcopy unbound original, vendor must submit their response in PDF. Document may be included on CD, flash drive, or provide link for download.

c. Mailed/delivered submittals shall be clearly marked on the outside of the envelope the number and title of this Request for Proposals.

2. Scope of Services and Technical Specifications. Vendor must respond line by line to each requirement. Identify the paragraph line number in your response.

3. Term of Contract.

a. The term of the agreement shall be for the period from July 1, 2016 through May 31, 2018 with an option to extend for two additional years at the same terms and conditions of both parties upon written consent of both parties.

b. After twenty-four (24) months of this agreement, upon written request (with a letter of cost justification) by the CONTRACTOR, and agreement by the CITY, the item prices may be adjusted by an amount not to exceed the increase or decrease in the CPI ALL Urban Consumers Index, during the previous twelve (12) months. The percentage increase or decrease, in the "previous twelve months" shall mean the twelve (12) month period ending June 20th of that year, or if not available, the prior month.

4. Services to Be Provided. The work shall consist of trimming City trees for safety, vehicle and pedestrian clearance and structural tree trimming, tree removal, stump grinding, utility clearance, and tree planting. Emergency work such as removal of hanging limbs and removal of downed trees is also included. Locations will be citywide.

5. The services to be performed by CONTRACTOR shall consist of tasks as set forth in the specifications. The specifications are incorporated herein by reference. The Specifications and this Agreement do not guarantee any specific amount of work.

6. Required Qualifications. Proposer must hold an appropriate State of California Contractor's License at time of proposal submittal. Current C61/D49, Tree Service Specialty or C-27, Landscape recommended.

7. Proposer must have satisfactorily completed at least five (5) separate and individual Southern California municipal tree trimming projects in the last five (5) years or provide evidence of comparable projects. Each project shall be of comparable size to the scope of this project. 07/01/2016

8. Proposer must have full time, permanently employed staff trained and certified in the tree maintenance industry. Contractor must submit a Quality Control Plan at the time of proposal submission. The Quality Control Plan shall provide contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. This will include the staffing of an arborist, certified through the International Society of Arboriculture (ISA) for the entire length of the contract as Site Supervisor (certification required), certified tree workers & certified utility tree trimmers as crew members. Contractors shall adhere to the M.B.T.A. (Migratory Bird Treaty Act).

9. Contractor must submit current OSHA certification of all aerial devices and the most recent California Highway Patrol Commercial Vehicle Inspection Report to be used during this project at the time of proposal submission.

10. Contractor must submit current Safety Manual meeting SB198 requirements for injury and illness prevention, at time of proposal submission.

11. Please answer the following questions regarding your company's experience:

a. Does your company possess at least five (5) years experience in performing work?
 Yes No

b. Do the references provided indicate this experience? Yes No

12. Pruning Standards and Specifications.

a. All work shall conform to current Pruning Standards of the Western Chapter ISA and these specifications. In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.

b. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

c. Contractor shall provide and post "No Parking" signs 72 hours in advance of the work and distribute written notices to affected residents of the pending work. Notices shall be printed on both sides, English and Spanish.

d. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced supervisor in tree trimming operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. Contractor shall exercise such precautions as necessary when working adjacent to aerial and subterranean utilities.

e. All work with aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work shall not commence until the City's Electric Utility Division has provided a proper clearance. Work shall then commence in accordance with instructions from the City's

Electric Division. In all work that causes excavation, the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

- f. No hooks, gaffs, spurs on climbers will be used by anyone employed for such trimming.
- g. Any vine plant growing on the trees shall be removed to ground level.
- h. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- i. Unless otherwise provided, trees are to be trimmed block by block, subject to the instructions of the Urban Forestry Supervisor or his authorized representative.
- j. Contractor shall maintain at least one (1) Bi-lingual English/Spanish speaking foreperson, on-site at all times.
- k. When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut or when the work on the affected tree is complete.
- l. Topping shall not be done without prior approval of the City.

13. Specifications for "Street Tree Trimming".

a. Trees shall be trimmed to provide a minimum clearance of fourteen to fifteen (14-15) feet over the roadway and eight (8) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights.

b. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

14. Specifications for "Structural Tree Trimming". Structural tree trimming will be performed on a special request basis only.

a. The Contractor will be given specific locations for Structural trimming in writing by the Urban Forestry Supervisor or prior to any work being performed.

b. Trees designated for Structural trimming shall be trimmed, shaped and thinned.

c. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and eight (8) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide a safe, structurally sound appearance.

d. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close ½-inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage evenly. No more than 1/3 of the foliage shall be removed in any single trim.

15. Specifications for Palm Tree Trimming. Standard trim; remove all dead and live fronds so that the remaining healthy fronds are existing at an upward 30 degree angle in relation to a horizontal plant at the head of the palm tree. All frond sheaths shall be removed along the entire length of the tree.

16. Specifications for "Tree Removal". Trees to be removed will be marked in a manner determined by the Urban Forestry Supervisor. Only those trees so marked shall be removed by the Contractor.

a. Trees shall be removed in a manner consistent with industry practice with the primary emphasis on the safety of the public and the protection of adjacent property. Stumps shall be ground to a minimum of twenty-four (24") inches below the level of the adjacent ground. Holes shall be filled with resulting mulch, plus additional topsoil if necessary, and raked level with the adjacent ground. All wood, debris and excess mulch shall be removed and the surrounding area shall be raked and/or swept clean. NOTE: If stump grinding does not follow within the same work day as removal, a safety barricade shall be placed and maintained over the stump until the stump grinding is complete.

b. The Contractor shall be responsible for contacting Underground Service Alert (USA) at 811 or Dig Alert Express on line at <https://www.digalert.org/digexpress.html> for the locating of underground utilities prior to stump grinding operations.

17. Specifications for "Planting". Planting trees, include staking and installing ties, trunk guards and root barriers (only when specified), to maximize tree health and survival. Provide trees and all materials and labor necessary for a complete and proper installation. New trees are to be installed in accordance with APWA Standard plans for Public Works construction details 520-2 and double staked per 518-2 double.

18. Specifications for "Emergency/On Call Work".

a. The Contractor shall be required to provide emergency/on call response to hanging limbs, wind damaged or downed trees. This may be at night, weekends and/or holidays including storm conditions. The Contractor will be given specific locations and the work to be done at each location via telephone call or e-mail from a City authorized representative. The Contractor shall be required to give an appropriate starting date and time and report back to the City Representative before and after completion of the work specified.

b. The Contractor is required to provide 24-hour emergency phone and/or pager numbers and names of a minimum of two (2) contact individuals within one week of award of contract. Should the phone number or contact person change during the course of the contract,

those changes must be provided to the City. In the event the Contractor cannot be contacted or fails to respond a penalty of \$500 per incident will be deducted from future Contractor work or the City may choose to cancel the Contract.

c. The Contractor shall be required to provide all traffic control required during his emergency operations. Should the work involve any high voltage lines the Contractor shall be required to notify the City's Electric Division in advance of any work performed.

d. Work performed under the emergency provision of this contract shall be paid for on a time and material basis. This shall include all labor, tools, equipment, disposal fees and materials necessary for doing the emergency work. The contractor shall supply a list of manpower and equipment rates to be charged and a markup percentage for materials and other costs. This list is to be supplied with proposal.

19. Schedule of Work and Hours of Operation.

a. The Contractor shall, prior to commencing work, will be provided a work schedule indicating the order and location of work.

b. The general hours of operations shall be 9:00 to 3:00 p.m. on major streets and 7:00 to 4:00 p.m. on residential streets, with respect to any chipping, cutting, or other operations generating harsh or unusual noise. Days of operation shall be Monday through Friday. No work shall be performed on Sunday except during emergency situations.

c. In addition, the Contractor shall meet with the City's representative before scheduled work begins in the Urban Forestry Division office. The purpose of the meeting is to review the week's work, receiving special instructions and to discuss any problems that may be encountered on the job.

20. Clean Up.

a. Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

b. Each day's scheduled work shall be completed and cleaned up. **No brush, leaves, debris or equipment be left on the street overnight under any circumstances.**

c. Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned. The Urban Forestry Supervisor or his authorized representative shall be the sole judge as to the adequacy of the clean up.

21. Examination of Site Work. This signed agreement will be considered prima facie evidence that the Contractor has carefully examined the site of work, the proposal and this agreement, and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and as to the requirements of this agreement.

22. Disposal of Materials. All tree branches, brush, tree trunks and other materials produced as a result of the Contractor's operations under this contract become the property of the Contractor and will be reduced, reused, recycled, and/or transported to the Landfill. High quality mulch may be accepted by the City for use in their Wood Waste Utilization Program.

23. Inspection. The Urban Forestry Supervisor or his designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials and equipment used and employed in the work. The inspection of the work shall not relieve the Contractor of any obligation to fulfill the contract and/or complete the project described. Defective work shall be made good notwithstanding the fact that the Urban Forestry Supervisor may have previously overlooked such defective work or his designated representative and accepted for payment.

24. Brochures. The City is interested in a public relations brochure that would be made available to the public about the tree trimming process. Contractor would provide brochures that are acceptable to the Urban Forestry Supervisor that describes the tree trimming process and are readily accessible to the citizens of Lompoc. Sample brochures must be included with the proposal submittal.

25. The Contractor will supply public notice of the Tree Trimming Program with final approval by the Urban Forestry Supervisor or his designated representative.

26. Billing. Billing is to be by address and include tree species, caliper, variety (Botanical and Common), trim date, condition and appropriate data acceptable to the Urban Forestry Supervisor. This shall be supplied via email attachment as a Tree Inventory Management Software Program along with one (1) hard copy.

27. Invoices. Invoices may be emailed to ap@ci.lompoc.ca.us or two (2) copies of each invoices mailed to City of Lompoc, Finance Accounts Payable, 100 Civic Center Plaza, Lompoc CA 93436-6916.

28. Tree Inventory Database. Currently, the City has an inventory of approximately 100 % of the existing trees in the City. The Contractor is to/will provide the City with a state of the art record keeping computer and software system that allows the City to maintain information about a tree population, including the work history and service request information, tree and planting site location information, maintenance requirements and species names. The system will print condensed or detailed listings of tree and site information, work histories, service requests and summary reports. This system must be compatible with the City's current inventory system.

29. Pictures Documentation. Contractor is to supply, at no cost to the City representative pictures of "Before and After" trimming that are suitable for reproduction when requested by the City.

30. Traffic Safety Program.

a. Contractor shall conform to all City of Lompoc and CalTrans Traffic Safety requirements and operating rules at all times while this contract is in effect.

b. Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. All traffic safety equipment must be approved for use, by the City, prior to use.

c. A traffic control plan will be submitted to the Urban Forestry Supervisor ten (10) days prior to starting work. Illuminated arrow boards, sign stands, delineations and/or cones shall be used to identify work site for vehicular and pedestrian safety.

31. Schedule of Performance. A list or map of City trees needing work shall be given to the Contractor monthly or more frequently if deemed necessary by the City. All such trees shall be pruned within thirty (30) days of receipt of such list by the Contractor. Emergency tree maintenance received during normal City working hours, shall be given to the Contractor on a daily basis, with tree care action required within twenty-four (24) hours.
32. The City will also require help with annual Christmas Tree Disposal Services for a period of approximately two weeks throughout the City of Lompoc. Historic hours have been about 80 crew hours per year (two member crew, Chipper and disposal) as requested by the Solid Waste Superintendent.
33. The City of Lompoc reserves the right to adjust quantities required under any agreement that arises from this solicitation. The Urban Forestry Supervisor will determine these adjustments relative to the needs of the City of Lompoc.
34. The offer and bid will be open for 90-calendar days after opening.
35. Proposal Evaluation. The City may, at any time, waive or modify any element of the request for proposals and/or any evaluation criterion. If so stated in the request for proposals, selection may be made, without negotiation, solely on the written submittals. If negotiation is elected, the City may negotiate with one or all offerors that the City determines have a reasonable chance of selection, based on price and other factors stated in the solicitation.
36. Award. All contracts of the City for purchases pursuant to sealed proposals shall be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City with price and other factors considered. The purchasing file shall contain a written summary of the basis on which the award is made. The City reserves the right to reject any or all proposals received. Contracts let pursuant to competitive proposals shall be awarded and executed in accordance with Section 3.36.030(I) of this Chapter.
37. Evaluation Criteria. Proposals will be evaluated on the basis of:
- a. **Suitability of the Products** (30%). Services proposed to meet the needs of the City including:
 - i. Standard Urban Forestry Services Proposed
 - ii. Quality Control Plan
 - iii. Safety Manual and Plan
 - iv. Cal OSHA Compliance
 - v. Emergency Response Ability
 - vi. Tree Inventory Data Base Proposed
 - vii. Extra Services Proposed
 - b. **Cost** (30%)
 - i. Actual Service, Equipment and Maintenance Costs
 - ii. Financial Terms and Conditions
 - iii. Payment discounts

c. **Vendor Experience and Qualifications** (30%)

- i. Qualifications and capabilities of the vendor and its personnel
- ii. References for current clients
- iii. Municipal Experience
- iv. Staffing Credentials

d. **Compliance with the RFP requirements and process specified in this section** (10%): The extent to which written proposal addresses line items specified in Scope of Services section of this request, cost and merits of the proposed work program.

38. Questions of References. References will be asked to rate vendor on a scale of 1-5, with 5 being the best, on the following areas:

- a. Did vendor have the knowledge, experience, equipment, etc. to perform work for your Agency?
- b. Did vendor strictly adhere to all Standards and/or Specifications of the job?
 - i) Were safety standards or requirements followed?
 - ii) Was the job completed on time and on budget?
 - iii) Would you rehire this vendor for additional work in the future?
 - iv) How would you rate this vendor overall?

39. The City of Lompoc is a public agency. Contracts exceeding \$1,000 with the City are considered "Public Works" when they include services for construction, alteration, demolition or repair work, and maintenance services.

40. The project requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request. See <http://www.dir.ca.gov/opri/pwd/> for current prevailing wage information.

41. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor(s) and subcontractor(s) must register with the California Department of Industrial Relations (DIR). Proposals **cannot be accepted from contractors that are not registered with the State DIR.**

42. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

43. Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at:

<http://www.dir.ca.gov/dlse/dlsepublicworks.html>.

44. The City and all officers and employees thereof connected with the work shall not be answerable or accountable in any manner: For loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or equipment used or employed in performing the work; for injury to or death or any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his workmen, or anyone employed by him.

45. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or any time before its completion and final acceptance.

46. The Contractor shall indemnify and hold harmless the City and all officers and employees thereof connected with the work: from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in construction of the work; or by or on account of any act or omission by the Contractor or his agents during the progress of the work or at any time before its completion and final acceptance.

47. Public Liability and Property Damage Insurance. The Contractor shall furnish to the City and maintain during the life of the contract such public liability and property damage insurance policies as are necessary to insure the Contractor, his subcontractor, the City, and their officers and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed.

48. Contractor shall furnish insurance certificates per Attachment A, Indemnity and Insurance Requirements.

49. CONTRACTOR'S LICENSE: The bidder to whom this quotation or bid is awarded must possess an appropriate and valid California Contractor's License at time of award. Bidders must indicate their contractor's license number, classification and expiration date on their bid.

Contractor Name	Contractor License No.
Classification	Expiration Date
California Department of Industrial Relations Contractor Registration Number:	
The bidder is a/an (Corporation Partnership, or Individual) Organized and existing Under the laws of the State of:	
And doing business as:	
Attachment B completed and returned with proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No	

50. Vendors who work within city limits of the City of Lompoc may be required to have a Business Tax License. If you do not have a Business Tax License please contact the Lompoc City Clerk’s Department at (805) 875-8242.

City of Lompoc Business Tax License Number
Business Name, within the City of Lompoc

51. Designation of Subcontractors. Please designate the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor on this job:

Subcontractor	License No.	Expiration	Location and Place of Business
California Department of Industrial Relations Contractor Registration Number:			
Attachment B completed and returned with proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No			

52. To execute a satisfactory agreement between the City of Lompoc and Contractor, Contractor agrees to provide certified proof of insurance coverage to the City for work in accordance with this bid document within 14 calendar days after notice of award.

The cost proposal will be evaluated on the basis of this estimate of first year work. Cost proposals should be provided separately in a sealed envelope. Indicate company name, RFP number and "Cost Proposal" on outside of envelope

Qty	Description	Unit Cost	Extended Cost
3900	Tree Trimming - Programmed Grid Tree trimming with picture documentation for all trees	\$	
Tree Removal w/Stump Removal			
25	Removal costs - Less than 20' feet in height	\$	
25	Removal costs – 20'-30' in height	\$	
25	Removal costs – 30'-40' in height	\$	
25	Removal costs - Over 40' in height	\$	
Other Services			
120	Emergency Work weekends, nights and storms On per hour rate basis. Indicate hourly rate	\$	
48	Emergency Work Holidays. Indicate hourly rate	\$	
1	Tree Database Application Software per attached specifications	\$	
40	Christmas Tree Disposal Services, two week period. Two member crew, Chipper and disposal. Indicate hourly rate	\$	
Subtotal		\$	
8% Sales Tax on Materials		\$	
Total of the cost proposal		\$	
The following discounts will be considered in award of bid: Discount for payment of invoice within 20 days of receipt of invoice			%
COOPERATIVE PURCHASING: The successful proposer may agree to extend all terms and conditions to other tax-supporting agencies upon their request. These agencies will issue their own purchase order and be billed directly by supplier. Vendor's agreement or disagreement must be stated and will not affect proposal evaluation.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

The City of Lompoc reserves the right to adjust quantities to this contract. The Urban Forestry Supervisor will determine these adjustments relative to the needs of the City of Lompoc.

We hereby certify that:

- This bid was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.
- This bid is genuine and not collusion or sham; and that we did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid.

- We have not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Lompoc, or any other bidder or anyone else interested in the proposed contract; and further,
- Did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this bid price, or that of anyone else.

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	Email Address
Phone Number	Web Page
Fax Number	Date

City of Lompoc, Bidder References

List and describe fully the last three contracts performed by your firm that demonstrate your ability to provide the supplies, equipment, or services included with the scope of the Proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	
Reference No. 2	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	
Reference No. 3	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	

GENERAL TERMS AND CONDITIONS

1. **ISSUANCE OF BID:** This bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all proposals or waive any irregularities or informalities therein.
2. **BID SUBMISSION:** Proposals must be mailed or delivered in sealed envelope and must be labeled with the ***Name of Bidder, Bid Title, and Date and Time of Opening***. Prices shall be printed or typewritten. Mistakes may be crossed out and corrections printed adjacent and initialed by person signing the bid. Bidders must complete and return the Exceptions to Specifications page of the specification page(s) in order to be considered.
3. **MORE THAN ONE BID:** More than one bid is allowed.
4. **BID VALIDITY/WITHDRAWAL:** Prices shall remain valid for ninety (90) days from date of opening and be inclusive. Proposals submitted may be withdrawn by written request received BEFORE the hour set for opening. No bidder may withdraw their bid after the time set for opening.
5. **QUESTIONS:** Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Adrienne Boyd, (805) 735-7628, a_boyd@ci.lompoc.ca.us.
6. **MATERIAL SAFETY DATA SHEETS:** When applicable, bidders shall conform to California Labor Code, Section 6360 and Title 8 CAC, Section 339 and 5194 and submit MSDS on hazardous substances with bid.
7. **LOWEST APPARENT BIDDER SUBMITTAL REQUIREMENTS:** The lowest apparent bidder may be required to submit the following:
 - a. Proof of authorized distributorship
 - b. A sample or demonstration of any product/unit offered. Samples and/or demonstration must be free of expense to the City.
 - c. City Business Tax number
 - d. PUC permit
 - e. Insurance requirements
 - f. Proof of driver training on hazardous substances
 - g. References
8. **QUANTITY ADJUSTMENT:** When applicable, it is mutually accepted that the quantities defined in this document reflect the approximate City requirements and may be adjusted. City may require and order or reorder more than the quantity listed here by mutual agreement with the prevailing vendor.
9. **COMPLIANCE WITH LAWS:** All proposals shall comply with current federal, state and local laws relative thereto, including applicable Federal and State Occupation Safety and Health laws and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.
10. **CONTRACT LIMITATIONS:** Any resulting contract shall be limited to all terms and conditions herein, including any general and special conditions and instructions, purchase order or other documents issued by the City.
11. **NEW/UNUSED AND LATEST MODEL:** Bidders shall provide pricing on new and unused items, material and/or units specified unless otherwise stated in specifications.
12. **WARRANTIES:** Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.
13. **F.O.B. POINT AND SHIPPING CHARGES:** All prices shall be quoted F.O.B. destination Lompoc, California. Any and all shipping, handling and freight charges shall be shown separately and included in the bid unless otherwise noted on bid form. If there are no shipping or handling charges itemized they are assumed to be included in the base price offer and no charges will be paid separately.
14. **CANCELLATION:** Any agreement resulting from an award may be canceled by either party at any time upon thirty (30) days written notice. The City may cancel any agreement WITH CAUSE within ten (10) days written notice to supplier.
15. **LAWS GOVERNING CONTRACT:** The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.
16. **TAXES (FEDERAL EXCISE/SALES OR USE/LOCAL PREFERENCE:** The City is exempt from Federal Excise Tax. All taxes, if applicable, shall be

shown on bid form page. ALL TAXES; Sales, Use and Local Preference will be a consideration in bid evaluation.

17. **MINORITY BUSINESS ENTERPRISES: It is the policy of** the City that minority business enterprises shall have the maximum opportunity to participate in the City's bidding requirements.

18. **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of the City **to promote the full realization** of equal employment opportunity.

19. **BID PROTEST:** Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Title 3, Chapter 3.36.170 by calling the Purchasing Office at (805) 875-8000 or on the City's web site at: <http://www.cityoflompoc.com/ManagementServices/purchasing/protest.pdf>.

20. **SELL OR ASSIGN:** Contractor shall not have the right to sell, assign or transfer any obligations resulting from the award without the specific written consent of the Purchasing and Materials Manager.

21. REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS:

Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements.

The checklist of reasons for rejection as follows:

- Failure to sign bid document.
- Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
- Failure to provide bid security (if required and in the form and amount specified).
- Failure to attend mandatory bidders' conference or mandatory site inspection.
- Failure to initial price alterations for one or more items.
- Failure to provide information or other supplemental materials as specified in the RFP or bid.
- Failure to bid on all items when specifically required.

These items are self-explanatory and are applied equally and irrevocably to all vendors and their proposals.

Therefore, bidders must be conscientious in fulfilling all requirements in order to have their proposals considered for award.

22. **ENTIRE AGREEMENT** Any Agreement resulting from this Bid will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:

- a. Purchase Order
- b. CITY's Invitation to Bid
- c. Attachments
- d. CONTRACTOR's Bid

23. **TIME OF BID SUBMISSION:** Bids or Proposals shall be submitted so as to be received in the office designated in the request for proposals not later than the exact time set for opening of proposals. Lompoc City Code Section 2603.E. reads "Bid Opening. No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for proposals." The official time clock for this bid will be the U. S. Naval Observatory (USNO): <http://www.time.gov/index.html>

Solicitations opening at 2:00 p.m. PT will be considered late at 02:00:01 p.m. PT and will not be accepted or considered. The Purchasing and Materials Manager Agent or his representative designated as the bid opening official shall decide when the time set for bid opening has arrived, and so shall declare to those present. Proposals will be publicly opened and announced.



City of Lompoc
ATTACHMENT "A"
INSURANCE REQUIREMENTS
(Example)

The City of Lompoc requires that you furnish and maintain current certificates of insurance for the duration and term of that contract within the scope and limits of the Indemnity and Insurance Requirements listed here. The certificates and endorsements are to be signed by a person authorized by the insurers to bind coverage on their behalf.

You must secure the following insurance coverage to protect the City from claims brought against the City, employees, authorized representatives, agents, or third parties.

1. **Worker's Compensation Insurance in an amount not less than \$1,000,000** per occurrence as required by State of California statutes, and employer's liability insurance (including disease coverage). Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.
2. **Automobile Liability Insurance** with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than **\$500,000 per occurrence** combined single limit for bodily injury and property damage.
3. **General Liability Insurance** including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverages. This insurance shall be on a commercial insurance, occurrence form with an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be **not less than \$1,000,000** per occurrence combined single limit for bodily injury and property damage.
4. **You must provide evidence the insurance policy names the City and its officers, employees and representatives as additional insureds or a separate endorsement naming them as additional insureds** referencing your name and policy number. Examples of such endorsements are ISO CG 25 04 11 85, ISO CG 25 03 11 85, ISO CG 25 01 11 85.
5. The insurance policies described above shall include the following provisions or have added by endorsement:
 - a. The **coverages shall be primary**, and no other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.
 - b. The policies shall not be canceled or materially altered without **30-days' prior written notice** to the City.
6. The insurers utilized shall conform to the following terms:
 - a. Insurers shall have at least an "A-" policyholder's rating and a "VII" financial rating in accordance with the most current Best's Key Rating Guide.
 - b. Vendor shall furnish the City, within ten (10) calendar days of receiving Notice of Award, or a Request for Insurance letter, and not less than two (2) working days prior to the commencement of the work, with adequate certificates of insurance and with original endorsements affecting coverage as will demonstrate that the provisions and/or requirements of this section have been complied with.



**City of Lompoc
Attachment B
PUBLIC WORK – PREVAILING WAGE JOB**

The City of Lompoc is a public agency. Contracts exceeding \$1,000 with the City are considered “Public Works” when they include services for construction, alteration, demolition or repair work, and maintenance services. The City has requested a quote or has contracted for the following project:

Urban Forestry Services per Request for Proposals No. 2826

This is notice that contractor/s and subcontractor/s must register with the California Department of Industrial Relations (DIR) and that:

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Contractors shall promptly notify the City in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work. Contractors will post a copy of the determination of prevailing rates at the job site(s).

Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The City requires hard copies of these records for verification, prior to making related payments to the contractor (this is in addition to the electronic reporting required by the DIR).

Confirm your intent to pay prevailing wages and that such wages are considered within your offer and specify the job classification(s) and hourly wage rate that is reflected in your offer for labor classifications performing the work. Indicate worker classifications for primary and any subcontractors.

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Boilermaker | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters |
| <input type="checkbox"/> Carpet/Linoleum | <input type="checkbox"/> Cement Mason | <input type="checkbox"/> Drywall Finishers | <input type="checkbox"/> Drywall/Lathers |
| <input type="checkbox"/> Electricians | <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Workers |
| <input type="checkbox"/> Laborers | <input type="checkbox"/> Millwrights | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Painters |
| <input type="checkbox"/> Pile Drivers | <input type="checkbox"/> Pipe Trades | <input type="checkbox"/> Plasterers | <input type="checkbox"/> Roofers |
| <input type="checkbox"/> Sheet Metal | <input type="checkbox"/> Sound/Comm | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster |
| <input type="checkbox"/> Tile Workers | | | |

(Use additional sheet if necessary)

Attachment B
Urban Forestry Services per Request for Proposals No. 2826

List any Subcontractors you intend to use for the Project:

Company Name		Contact Name
Address		
Telephone	Fax	Email
Contractor License Number	Designation(s)	DIR Registration Number

By signing below the contractor has read and understands this document, that he is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he and each of his subcontractors is registered with the California DIR; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

The contractor may also be required to furnish certificate(s) of liability and/or workers compensation insurances.

Representative Signature		Date
Print Name		Title
Company Name		Email
Address		
Telephone		Fax
Contractor License Number	Designation(s)	DIR Registration Number

Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/public-works/publicworks.html>.