



City of Lompoc

Invitation to Bid No. 2830 Replace Barbeque Pits in City Parks

****Opens: August 17, 2016 at 2:00 pm****

The City of Lompoc is currently soliciting bids to furnish all labor and materials to replace barbeque pits located in City Parks per the attached specifications. Bids must be received by **2:00 p.m. PT, August 17, 2016**. Bids may be faxed to (805) 735-7628 or emailed.

From the original issue date through the contracting period, the only authorized City contact will be the Purchasing Officer or the Purchasing staff contact listed below. Interested vendors or their representatives are not allowed to communicate with other City staff regarding this solicitation. If any vendor is found to be in violation of this provision, the City reserves the right to reject their bid.

In order to be sure that you are listed as a "Registered Bidder" and advised of any changes please complete and return 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.

It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. Late bids will not be considered but will be retained on file.

Questions may be submitted, by written request, for an interpretation or correction thereof. Fax inquires to: Adrienne Boyd, (805) 735-7628 or email a_boyd@ci.lompoc.ca.us.

Adrienne Boyd
Buyer



"Registered Bidder Information Sheet"
Invitation to Bid No. 2830
Replace Barbeque Pits in City Parks

***** Opening Date: August 17, 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 | E - Mail Address |
| Phone Number | Web Page |
| Fax Number | Date |
| Attending Pre-Bid job walk on Tuesday, August 9, 2016 at 10:00 am? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

1. Scope of work: Contractor to provide all labor, materials and equipment to remove and rebuild three barbeque pits in City Parks:
 - a. River Park, Hwy 246 @ Sweeney Road, Kiwanis and American Legion areas. Existing pits are 6' D X 8' W X 3'H. Includes one steel grill and one steel handle for raising and lowering grill.
 - b. Beattie Park, Olive Avenue & Fifth Street. Existing pit is 6'2" D X 20' 4" W X 3' 1"H. Includes two large steel grills and two steel handles for lowering and raising grills.
2. A job walkthrough is scheduled for August 9, 2016 at 10:00 am.
3. A detailed description of work shall be included with bid response.
4. Budget limitations: Costs shall not exceed \$25,760.
5. The undersigned agrees to sell, F.O.B. Destination, to the City of Lompoc the goods/services specified in accordance with Invitation to Bid No. 2830. I/We have stated hereon the price(s) at which we will accept as full payment the amount shown below. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination, even if freight is allowed and paid by the buyer.
6. QUALIFICATIONS OF CONTRACTOR. Contractor shall be familiar with all aspects of the work outlined in these specifications and shall the appropriate California Contractor License. Contractor shall have a minimum of 5 years experience and shall provide with the submitted bid, a minimum of three references of **related work completed within the last three years**. This information will be used in the overall evaluation of the bids.
 - a. Please answer the following questions regarding your company's experience:
 - i) Does your company possess at least five (5) years experience in performing work? Yes No
 - ii) Do the references provided indicate this experience? Yes No
 - b. 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:
 - i) Did vendor have the knowledge, experience, equipment, etc. to perform work for your Agency?
 - ii) Did vendor strictly adhere to all Standards and/or Specifications of the job?
 - iii) Were safety standards or requirements followed?

- iv) Was the job completed on time and on budget?
- v) Would you rehire this vendor for additional work in the future?
- vi) How would you rate this vendor overall?

1. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Contractor shall perform all work in strict accordance with all Federal, State, and local regulations. Contractor shall also obtain all permits required for the performance of the work outlined in these specifications.

2. SAFETY. Job site safety, both during and after working hours, is the sole responsibility of the Contractor. The Contractor, his employees and subcontractors shall be familiar with and comply with all applicable safety regulations and guidelines. The Contractor shall also provide for and ensure public safety around the site both during and after work hours. This shall include the provision of traffic control for the work site.

3. CONTRACTOR'S EQUIPMENT. The Contractor shall provide all necessary equipment, tools, and appurtenances for the timely completion of the work. Contractor's equipment shall be in complete and safe operating condition, and shall be appropriately maintained and operated during the project.

4. 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.

5. 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/oprl/pwd/> for current prevailing wage information.

6. 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). **Bids cannot be accepted from contractors that are not registered with the State DIR.**

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

8. 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>.

9. 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 | |
| Include job specialties for prime and all subcontractors. | |

16. 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.

17. 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 |

18. 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: | | | |

19. 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.

20. Relative to supplying labor and material and for this bid: **The undersigned** agrees to perform the work, therein described, in accordance with the attached specifications, instructions, and conditions, in the time, form, and manner provided by law at bid price herein.

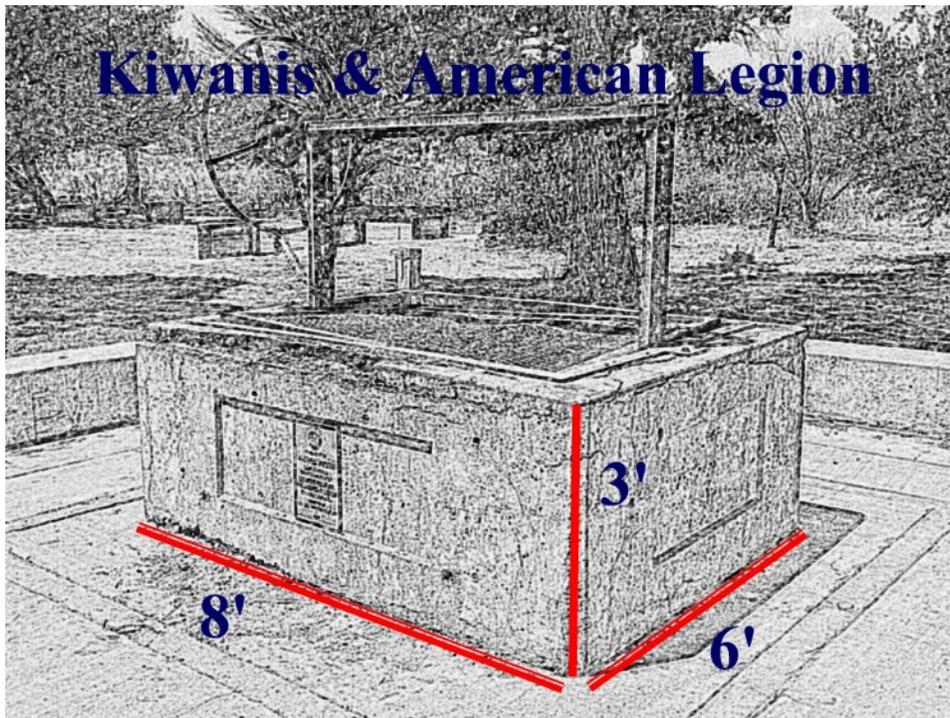
Total Base bid price including all labor, materials services, labor, insurance, equipment and incidentals required for the work specified by this bid. Spell out in words your bid:

| | |
|--------------------------|--|
| \$ | |
| Proposed start date | |
| Proposed completion date | |
| Warranty Period | |

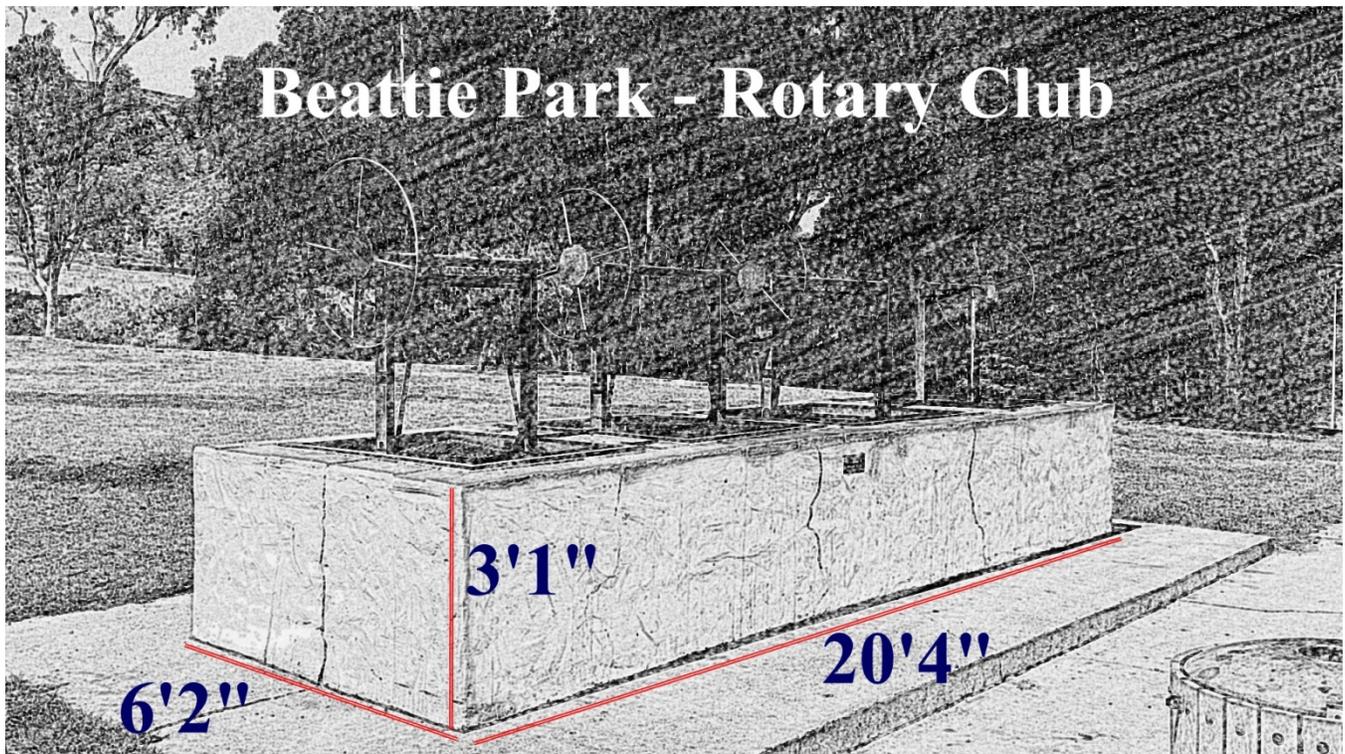
We hereby certify that:

- 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 |



Located at River Park, Hwy 246 @ Sweeney Road



Located at Beattie Park, Olive Avenue & Fifth Street

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. **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.
13. **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.
14. **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.

15. **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.
16. **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.
17. **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of the City to promote the full realization of equal employment opportunity.
18. **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>.
19. **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.
20. **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.

21. **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
22. **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/timezone.cgi?Pacific/d/-8/java>.

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 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. Bids 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:

Remove and rebuild barbeque pits in City Parks per Bid No. 2830

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 District 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. Use additional sheet if necessary

- | | | | |
|--|--|---|--|
| <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 | | | |

List any Subcontractors you intend to use for the Project:

| | | |
|---------------------------|-------------|-------------------------|
| Company Name | | Contact Name |
| Address | | |
| Telephone | Fax | Email |
| Contractor License Number | Designation | DIR Registration Number |

By signing below the contractor has read and understands this document, that they are aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that they and each of their subcontractors is registered with the California DIR; and that they are 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 | 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>.