



City of Lompoc

RFP No 2832 ADDENDUM NO. 1

Copiers and Maintenance

THE DATE TODAY IS: Wednesday, September 07, 2016

Please note the following changes, additions and/or deletions to this procurement named above.

- The attached RFP has been corrected for the opening date, now September 16, 2016, and for the required copy speed 20 CPM on page 9 30 CPM, on page 11, and 40 CPM on page 12.

This Addendum may be acknowledged and returned on at your convenience by fax to (805) 735-7628. Thank you,

Ray Ambler
Purchasing and Materials Manager

Bidder's Acknowledgment: I/We the undersigned bidder hereby acknowledge this Addendum to RFP/BID No. 2832-1.

(Please type or print)

COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE (PLEASE PRINT)



City of Lompoc

Request for Proposal RFP No. 2832-1 - Copiers & Maintenance 9/7/2016

Notice is hereby given that sealed Proposals will be received per the attached specifications, at the office of the Purchasing and Materials Manager, 1300 West Laurel Avenue, Lompoc, California, until **11:00 a.m. Friday, September 16, 2016**. Proposals will not be publicly opened and read. If further information is needed, contact Ray Ambler at (805) 875-8003.

If you will hand carry the proposal to our office, please give yourself at least an additional half-hour to pass through our new pedestrian security gate, located next to the flag pole, and be signed in as a visitor to the Purchasing Office.

The only authorized City contact will be the Purchasing Officer listed below or other contact through Purchasing Office Staff, from the original issue date through the contracting period. 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 proposal.

Please immediately complete the Proposer Contact Information Sheet and fax to (805) 735-7628 to be added to the list to receive all clarifications and addendums.

Late proposals will be returned to the proposer unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures.



Ray Ambler
Purchasing & Materials Manager

“Registered Proposer Contact Information Sheet”

9/7/2016

Please immediately complete and fax this page to (805) 735-7628 to be added to the list to receive all clarifications and addendums.

Company Name

Name & Title (please print)

Telephone Number

E-Mail Address

Facsimile Number

Date

Specifications

The City of Lompoc requires and the successful proposer will furnish, deliver, and install six copiers and provide full service maintenance with supplies to serve in various departments for the life of the copiers.

	Current Monthly Volume	
Waste Water	2K	20
Corporate Yard	3K	20
Transit	5K	30
Police (2 units)	6K	30
Parks Department	8K	40

Copier Minimum Standards

- All Copiers supplied will
 - Be U.L. approved, energy star compliant.
 - New copiers will include all retrofits.
 - Not have been used since manufacture.
 - Be current models of modern technology using dry toner and in current production.
 - Be able to produce clean, acceptable images using a minimum of 30% post consumer waste recycled paper made for xerographic purposes.
 - Comply with safety orders of the California Department of Industrial Relations and Cal/OSHA (California/Occupational Safety and Health Administration.)
 - Include with their response to this RFP complete descriptive literature showing specifications of equipment offered. Literature may be submitted in the form of brochures.
 - Literature will contain information on electrical and space requirements, as well as provide the dimensions of the copiers with and without optional features. Measurements will include their maximum widths, with finishers/sorters and paper cassettes attached.
- Demonstrator copiers are considered used and are not acceptable for the purpose of this proposal.

Experience of the Manufacturer, References and Service Dealer: All Service Dealers must be officially authorized and trained by the manufacturer to sell and service the equipment offered. By way of documenting that authorization your bid must submit the manufacturer's certificate of authorization listing signed by the manufacturer's representative. References of the service dealer are also required a part of the evaluation.

Individual Department Specifications: Individual department specifications are listed here that detail the required minimum performance characteristics and optional features and performance characteristics. Be sure that your bid includes pricing for recommended protection equipment such as surge protectors required for ordinary line protection as

specified.

Trade in: For each department there is a machine available as a trade in which is identified by brand, model no, meter reading, and age. All machines have been continuously under service warranty since purchase. While the City reserves the right to accept or not accept any trade in offer, that offer will be evaluated as part of the cost proposal.

Warranty: Include a complete warranty statement for the equipment you propose.

Customer Support Services: The successful proposer must provide ongoing telephone support regarding the use of the equipment to using department and the purchasing staff. Vendor will provide a contact name, and phone numbers for the support and service staff

Regular & Preventive Maintenance & Supplies: coverage offered in each instance, is to be a full service maintenance contract including all toner, developer, fuser, oil, drums, repair parts, labor and preventative maintenance service. The only supply items not included are paper and staples.

Machines furnished will not be eligible for removal from maintenance coverage until after 7 years of life from the date of installation. Vendor must provide manufactures notices of discontinuing the production of any model furnished hereunder. The equipment will require preventative maintenance and repairs.

Service Requirements: The contractor shall provide preventative and remedial maintenance service during City's normal business hours 8:00 A.M. through 5:00 P.M. except on City holidays to keep the equipment in good working order. Preventative maintenance will be based on the specific needs of the equipment as determined by the manufacturer. On Call remedial maintenance will be performed on an as needed basis as determined by the City of Lompoc. An Adequate inventory of spare parts must be kept by the proposer to be available for repairs necessary to keep the copiers operating. All maintenance will be performed by fully factory trained technicians

Loaner: If during a repair call it is determined that a copier cannot be repaired in place within 48 hours of the time a repair call is placed, another copier of like size and features is to be supplied at no cost other than the contract service/maintenance per copy charge in effect at the time.

Response Time: The Maximum Standard Response Time (for a technician on site) allowed shall be 4 hours from the time of any initial call except for emergencies as defined below.

The Maximum Emergency Response Time (for a technician on site) allowed shall be 2 hours from the time of any initial call. Emergency includes calls from any 24/7 department such as the police department regardless of if the equipment is down or not. Emergency also is defined as a call from any department where the equipment is defined as "down" or not making copies or continuously jammed, or copies are unreadable or critical auxiliary equipment is down. Service Calls will be prioritized. Emergency calls will be a higher priority and a 2-hour response time.

Repair Credit: Failure to respond as required will cause the City to take a service credit and withhold that amount from invoices owed the Vendor. The service credit shall be \$50.00 per hour for each hour after the 4th hour.

All repair technicians dispatched to repair City Copiers and Maintenance Service shall be fully aware of the conditions contained herein. Each qualified technician shall also be trained in Customer Service and Customer Relations. The City may require documentation from vendor that repair technicians have received such training.

98% Uptime Equipment Performance Standard: Each copier and feature supplied by the successful proposer will be expected to perform their intended functions, operate satisfactorily, and produce copies of acceptable quality for a minimum of 98% of the available work time. Failure to meet the 98% uptime standard as required will cause the City to take a service credit and withhold that amount from invoices owed the Vendor. The service credit shall be \$50.00 per hour for each hour after the 4th hour.

Acceptance: Delivery is not to be considered complete until

1. The equipment is completely delivered in the configurations as ordered.
2. The equipment has been properly installed and made ready for use by the contractor's trained personnel.
3. Training has been properly provided to the personnel at the delivery sites.
4. The responsible representatives of the sites accepting delivery sign and date an acceptance certificate indicating the above conditions have been met. A signed bill of lading or delivery receipt is not acceptable.

Confirmation of Delivery: As a condition of award the selected contractor shall be expected to provide the City Purchasing & Materials Manage with written confirmation of delivery and installation date, the model number, and serial number of copiers delivered. Such information is essential for the City to manage the contract.

Invoicing: Contractors shall prepare separate invoices for each copier installation listing:

1. Invoice date and number
2. Purchase Order Contract Number
3. Locations Make Model and Serial Number
4. Number of copies invoiced
5. Current and previous reading
6. Date of meter reading.

Invoices shall be submitted to:

City of Lompoc
Finance/Accounts Payable
100 Civic Center Plaza
Lompoc, CA 93438

Repair Credit: The City will require a per copy credit for all copies made during the course of repair testing the credit must appear separately on all monthly invoices.

User Training: Proposers shall include in their proposal at least 1 hour of training for City Employees for each machine.

Required Submittals include at least the following:

1. All Departmental Specifications Bid Sheets with brochure for each model offered by the bidder
2. Manufacturer Authorization Certificate
3. Exceptions Page listing any exception your proposal takes to the specifications.
4. Proposal References Page
5. Proposal Signature Form

Evaluation Method: The Copiers will be selected by a City Employee evaluation Committee that will score each proposal on the basis of: the following criteria. Each evaluation criteria is given a weight factor. Those proposers receiving the highest preliminary scores will be asked to provide units for a one-week trial period. The scores from the demonstration trial period will be added to the preliminary scores and the final score will be tallied. Award will be made to the highest scoring proposer.

Suitability of the Products, Services to meet the needs of the City including (20%):

- Components and Services Offered
- Installation and training proposed
- Maintenance and Support Services Proposed
- Features included which were not specified (additional points may be awarded for Additional features above the minimum specified)
- Service response time and location (additional points may be awarded for response times which are faster than the maximum specified time)

Vendor Experience and Qualifications (20%):

- Qualifications and capabilities of the vendor and its personnel
- References for current clients
- Scope of User Training
- Warranty length and coverage

Cost Proposal (30%)

- Life Cycle Cost Analysis including initial cost, trade in, and maintenance/service/supplies.
- Payment discounts
- Trade-in allowance

Compliance with the RFP requirements and process specified in this section (10%):

- The extent to which written proposal addresses items specified in Scope of Services section of this request, cost and merits of the proposed equipment and service.

One Week Trial Evaluations (20%)

On Site Copier Demonstration Trial: Given that the value of a copier to the enterprise is based on the machine's usability, and intuitiveness, or perhaps user friendliness and based on performance characteristics and other proposal factors the City will invite one or more of the highest rated proposers to provide for evaluation and trial use purposes a copier of the same make, model, and similar configurations as that which they offer for a one week trial period for each machine bid. This evaluation will be a major part of the evaluation. Failure to make a copier available may make the bid non responsive.

The City anticipates evaluating more than one copier at a time at each location side by side. Employees will evaluate such factors as user friendliness, ease of use, including simple easy to follow instructions for operations such as making copies, duplexing, changing paper size, collating, stapling and other tasks.

A designated City Employee in each location will be the control operator. He/She will be the only employee changing toner, removing paper jams, resetting copier, filling paper cartridges, etc.

Cost per copy rental program: The City has always purchased copiers. The City would like to evaluate the financial structure that may be in the best interest of the City. The Cost per copy price should be for the base copier and itemize the cost of all optional features. Please offer a cost per copy option in addition to the outright purchase option.

Price analysis: The price analysis will include but not be limited to purchase price, all inclusive maintenance & supplies costs, warranty period, equipment standardization, cost of excess copies beyond copies allowed.

Other Special Terms and Conditions

Not all at once: The City reserves the right to award all to one vendor or split in the best interest of the City, to award all at one time or selectively award some.

Entire Agreement: Any agreement resulting from this RFP will consist of the following documents in order of precedence, and shall be the entire agreement between the parties: the purchase order, the request for proposal, RFP Attachments & RFP Appendixes, and the contractor's proposal.

FOB Destination: 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.

No Minimum Guarantee: Copiers listed on the specifications sheets are not guarantees simply historical information, and does not guarantee future copy levels.

The City will not pay automatic escalation charges or automatic renewal. If these charges are required for internal (vendor) bookkeeping, the vendor should account for those changes in their quoted rate.

Specification # 20 First Page

Bidder Name _____ **Brand** _____

Model _____ **Monthly Volume Rating (NLT 10,000)** _____

Copy Speed Rating (NLT 20 CPM) _____

Description: Minimum Required Features	Comply	Do Not
Minimum speed multiple copies 20 CPM		
Minimum Volume 10,000 copies per month		
Specified minimum service life of copier seven years at rated volume.		
Finisher/Sorter with stapler		
8-1/2x14" & 11x17" original, Copy, & Cassette & large capacity cassette		
Reduce & Enlarge		
ADF, RADF		
Sheet Bypass		
Surge Protector as required		
Department Access Codes # _____,		
Triple tray feed system & stand & high capacity drawers ,		
Automatic\duplexing,		

Performance Characteristics & Options	Yes/ No	Additional Cost
First Copy Time _____ Sec		
Warm Up Time _____ Sec		
Automatic Paper Selection		\$
Duty Cycle _____ Copies		
Copier Life _____ Copies _____ Years		
Print Resolution _____ Copy Resolution		
Enlargement _____ % Maximum		
Reduction _____ % Maximum		
Duplex 1:2 2:2		\$
Offset Stacker		\$
Stapler Stitcher		\$
Electronic Sorting		\$
Grayscale Levels #		
Total Paper Capacity _____ Pages		

Energy Saver Mode		
Original Count		
Edge Erase		
Image Shift		
Network Upgrade Kit Complete		\$
Complete Fax Kit Complete		\$

Bidder Name _____ Specification #20 second Page

Purchase Option Description	Copier Price
Purchase Price each option	
Delivery & Setup Charges	
Other Charges Itemize Separately	
Sales Tax	
Total of all charges	
Included Full Service Warranty Period _____ Residual Year 1 \$ _____ Year 2 \$ _____ Year 3 \$ _____ Year 4 \$ _____ Year 5 \$ _____ Year 6 \$ _____ Year 7 \$ _____ Included Copies _____ Excess Copies \$ _____ per page	
No trade ins offered	\$
	\$
Copier Proposed Cost Per Copy Rental Option	
Same brand and model listed above Cost per copy	\$
Copies Allowed	#
Cost per excess copy	\$
Electronic Sorting \$_____ Rental per copy add-on	\$
Stapler Stitcher	\$
Offset Stacker	\$
Duplex 1:2 2:2	\$
Complete Fax Kit	\$
Complete Network Upgrade Kit	\$

Specification # 30 First Page

Bidder Name _____ **Brand** _____

Model _____ **Monthly Volume Rating (NLT 10,000)** _____

Copy Speed Rating (NLT 30 CPM) _____

Description: Minimum Required Features	Comply	Do Not
Minimum speed multiple copies 30 CPM		
Minimum Volume 10,000 copies per month		
Specified minimum service life of copier seven years at rated volume.		
Finisher/Sorter with stapler		
8-1/2x14" & 11x17" original, Copy, & Cassette & large capacity cassette		
Reduce & Enlarge		
ADF, RADF		
Sheet Bypass		
Surge Protector as required		
Department Access Codes # _____ , _____		
Triple tray feed system & stand & high capacity drawers ,		
Automatic\duplexing,		

Performance Characteristics & Options	Yes/ No	Additional Cost
First Copy Time _____ Sec		
Warm Up Time _____ Sec		
Automatic Paper Selection		\$
Duty Cycle _____ Copies		
Copier Life _____ Copies _____ Years		
Print Resolution _____ Copy Resolution _____		
Enlargement _____ % Maximum		
Reduction _____ % Maximum		
Duplex 1:2 2:2		\$
Offset Stacker		\$
Stapler Stitcher		\$
Electronic Sorting		\$
Grayscale Levels # _____		
Total Paper Capacity _____ Pages		

Energy Saver Mode		
Original Count		
Edge Erase		
Image Shift		
Network Upgrade Kit Complete		\$
Complete Fax Kit Complete		\$

Specification #30 Second Page

Purchase Option Description	Copier Price
Purchase Price each option	
Delivery & Setup Charges	
Other Charges Itemize Separately	
Sales Tax	
Total of all charges	
Included Full Service Warranty Period _____ Residual Year 1 \$ _____ Year 2 \$ _____ Year 3 \$ _____ Year 4 \$ _____ Year 5 \$ _____ Year 6 \$ _____ Year 7 \$ _____ Included Copies _____ Excess Copies \$ _____ per page	
No trade ins offered	
Copier Proposed Cost Per Copy Rental Option	
Same brand and model listed above Cost per copy	\$
Copies Allowed	#
Cost per excess copy	\$
Electronic Sorting \$_____ Rental per copy add-on	\$
Stapler Stitcher	\$
Offset Stacker	\$
Duplex 1:2 2:2	\$
Complete Fax Kit	\$
Complete Network Upgrade Kit	\$

Specification # 40 First Page

Bidder Name _____ **Brand** _____

Model _____ **Monthly Volume Rating (NLT 10,000)** _____

Copy Speed Rating (NLT 40 CPM) _____

Description: Minimum Required Features	Comply	Do Not
Minimum speed multiple copies 40 CPM		
Minimum Volume 10,000 copies per month		
Specified minimum service life of copier seven years at rated volume.		
Finisher/Sorter with stapler		
8-1/2x14" & 11x17" original, Copy, & Cassette & large capacity cassette		****
Reduce & Enlarge		
ADF, RADF		
Sheet Bypass		
Surge Protector as required		
Department Access Codes # _____ , _____		
Triple tray feed system & stand & high capacity drawers ,		
Automatic\duplexing,		

Performance Characteristics & Options	Yes/ No	Additional Cost
First Copy Time _____ Sec		
Warm Up Time _____ Sec		
Automatic Paper Selection		\$
Duty Cycle _____ Copies		
Copier Life _____ Copies _____ Years		
Print Resolution _____ Copy Resolution _____		
Enlargement _____ % Maximum		
Reduction _____ % Maximum		
Duplex 1:2 2:2		\$
Offset Stacker		\$
Stapler Stitcher		\$
Electronic Sorting		\$
Grayscale Levels # _____		
Total Paper Capacity _____ Pages		

Energy Saver Mode		
Original Count		
Edge Erase		
Image Shift		
Network Upgrade Kit Complete		\$
Complete Fax Kit Complete		\$

Specification #40 Second Page

Purchase Option Description	Copier Price
Purchase Price each option	
Delivery & Setup Charges	
Other Charges Itemize Separately	
Sales Tax	
Total of all charges	
Included Full Service Warranty Period _____ Residual Year 1 \$ _____ Year 2 \$ _____ Year 3 \$ _____ Year 4 \$ _____ Year 5 \$ _____ Year 6 \$ _____ Year 7 \$ _____ Included Copies _____ Excess Copies \$ _____ per page	
No trade ins offered	
Copier Proposed Cost Per Copy Rental Option	
Same brand and model listed above Cost per copy	\$
Copies Allowed	#
Cost per excess copy	\$
Electronic Sorting \$_____ Rental per copy add-on	\$
Stapler Stitcher	\$
Offset Stacker	\$
Duplex 1:2 2:2	\$
Complete Fax Kit	\$
Complete Network Upgrade Kit	\$

Required Bidder References

List and describe fully the three Clients within the City of Lompoc performed by your firm which demonstrate your ability to provide the supplies, equipment, or services included with the scope of the bid 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, and to require a complete list of your Santa Barbara County Clients.

Reference No. 1

Customer Name: _____

Contact Individual: _____

Phone No: _____

Address: _____

Contract Amount: _____

Year: _____

Description of Supplies, Equipment, or Services Provided:

Reference No. 2

Customer Name: _____

Contact Individual: _____

Phone No: _____

Address: _____

Contract Amount: _____

Year: _____

Description of Supplies, Equipment, or Services Provided:

Reference No. 3

Customer Name: _____

Contact Individual: _____

Phone No: _____

Address: _____

Contract Amount: _____

Year: _____

Description of Supplies, Equipment, or Services Provided:

Required Manufacturer's Authorization Certificate

AUTHORIZED DEALER: Bidder must be an authorized dealer installer for the manufacturer's brand they are bidding. Bidder must supply an authorized manufacturer's certification with the bid, in order for your bid to be considered responsive.

If for any reason the contractor fails to live up to their contractual agreement for warranty, the manufacturer will then be responsible for the remaining portion of the contract as written.

Authorized Factory Trained Dealer Installer Company Name

(Manufacturer's 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

Manufacturer's Product Warranty Length _____

How long has your company been making this product? _____

How long has the above name company been an authorized dealer installer for your product line? _____

Required Proposal Signature Form (Complete & return)

Responding to a Request for Proposal the undersigned proposer agrees to provide Copiers and maintenance Services in accordance with the specifications. All information submitted by proposer, including signatures, must be original. Copies will not be accepted. The representations herein are made under penalty of perjury.

Do you conduct business in an office with a physical location within the City of Lompoc and therefore claim **local vendor preference**? _____ Yes or no.

City of Lompoc Business Tax License Number: _____

Business Name, within the City of Lompoc: _____

Business Address within the City of Lompoc: _____

Do you wish your bid to be considered on an "all or none" basis: _____ yes/no

Non-California Proposers: Are you registered with the State of California as authorized to collect California State Sales Tax _____ yes or no California Sellers Permit Registration No. _____ (if applicable)
Do you agree _____/disagree _____ to extend this agreement to other government agencies.

We hereby certify that:

- That this proposal was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.
- That this proposal 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 proposal.
- That 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 proposer 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 proposal price, or that of anyone else.

We hereby offer to sell the City of Lompoc the above material and/or service at the prices shown and under the terms and conditions printed hereon or attached or referenced.

(Please type or print)

COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME OF PROPOSER

NAME AND TITLE (PLEASE PRINT)

ADDRESS

E-MAIL ADDRESS

PHONE NUMBER

WEB PAGE

FAX NUMBER

DATE

GENERAL TERMS & CONDITIONS

1. The sole point of contact in the City for purposes of this RFP is the Procurement Officer. All communications regarding this solicitation are to be made solely through and only information communicated by the Procurement Officer or his/her designee shall be the official position of the Department. All questions, either verbal or written, should be submitted in a timely manner, to the Procurement Officer by the date indicated. A summary of questions and answers will be sent to the prospective offeror's who were sent or obtained this RFP.

City of Lompoc
Ray Ambler
1300 West Laurel Ave.
Lompoc, CA 93436
Phone (805) 875-8003
Fax (805) 735-7628
- 2 Vendors responding to this solicitation must meet all mandatory requirements contained herein. If the vendor does not meet a mandatory requirement, the Department will classify their proposal as "Unacceptable". The Department may also determine that a vendor is "Not Responsible", i.e., does not have the capabilities in all respects to perform the work required. Should a proposal be found unacceptable or if a vendor is found not responsible, the offer will not be considered further.
- 3 Contracts shall be awarded to the proposer whose offer is determined to be the most advantageous to the City from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Purchasing Manager to be in the best interests of the City and, as such, will not be determined by price alone and may not be the lowest proposal especially where services or other features are of utmost importance.
- 4 An award made to a "responsive and responsible" vendor pursuant to this solicitation is tentative and is final only upon approval by the appropriate office of the City of Lompoc and execution on behalf of the City.
- 5 The Department reserves the right to amend this solicitation at any time prior to the proposal due date. If it does become necessary to amend any part of this solicitation, the Procurement Officer will furnish an addendum to all registered proposers listed by the Department as having received a copy. All amendments will be identified as such and will be sent by certified mail, or, if time does not permit timely receipt by all vendors, will be transmitted by facsimile machine.
- 6 Amendments shall be distributed within a reasonable time to allow vendors to consider them in preparing their proposals. If the time and date for receipt of offers does not permit preparation, the due date will be extended.
- 7 Proposals may be modified or withdrawn by written notice received at the Issuing Office before the time and date set for receipt.
- 8 Cancellation of solicitation/rejection of all proposals - The Department may cancel this solicitation as provided by Lompoc City Code reject all proposals submitted in response when this action is determined to be in the City's best interests.
- 9 A public opening of proposals will be held.
- 10 The Department is not responsible for any expenses incurred by Offerors in preparing and submitting proposals in response to this solicitation.
- 11 Proposals should be prepared simply and economically, providing a straight forward, concise description of the Offerors ability to fulfill the requirements of this solicitation.
- 12 All proposals shall be typewritten or written legibly in ink and all proposals shall be signed in ink as specified.
- 13 Should a vendor find discrepancies in the

specifications or contract provisions included in this solicitation, or should there be doubt as to the meaning or intent of any section or subsection herein, the vendor should request clarification from the Procurement Officer. Failure to request a clarification prior to the due date will be a waiver of any claim by the vendor for expenses made necessary by reason of later interpretation of the contract documents; Offerors will be bound to the Department's interpretation.

- 14 All prices must be firm for 45 days from the date of the proposal opening & be inclusive. Upon award, prices will be in effect for the term of the contract.
- 15 The issuance of this proposal 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. Each proposer shall be in a separate sealed envelope with the proposal number, name of proposer, title of the proposal, date and time due showing on the outside of the envelope.
- 16 All prices must be firm for 45 days from the date of the proposal opening and be inclusive. Upon award, prices will be in effect for the term of the contract. Prompt payment discounts of 20 days or longer will only be considered when comparing proposals, however, if you offer any prompt payment discounts, please indicate this on your proposal.
- 17 Submission of a signed proposal will be interpreted to mean that the proposer has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
- 18 The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the City.
- 19 All time limits stated are of the essence and must be complied with. Any proposals received after closing time stipulated will be returned unopened.
- 20 All proposers MUST calculate California Sales/Use Tax at the current rate in effect in Santa Barbara County as noted below. The City is obligated to pay all applicable taxes imposed in the county of receipt either to the supplier or directly to the state in the form of a Sales Tax (on the transfer of tangible personal property) or a Use Tax (on the storage, use or other consumption in California) of same.
- 21 The City has a local vendor preference. Under the Lompoc City code, in determining a lowest price, the ultimate receipt of local sales tax (1%) by the City shall be considered.



INDEMNITY AND INSURANCE REQUIREMENTS ATTACHMENT "A"

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 provide a separate endorsement naming the City as an additional insured 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. 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.

The insurance policies described above shall include the following provisions or have added by endorsement:

1. 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.
2. The policies shall not be canceled or materially altered without **30 days prior written notice** to the City.

The insurers utilized shall conform to the following terms:

1. Insurers shall have at least an **"A-" policy holder's rating and a "VII" financial rating** in accordance with the most current **Best's Key Rating Guide**.
2. 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