



**Request for Proposal No. 2889
Organic Materials Processing Services**

Dated: July 3, 2018

The City of Lompoc is currently soliciting proposals for Organic Materials Processing Services. Proposals must be received by **2:00 pm, 07/25/2018**.

BIDS MUST BE DELIVERED TO: City of Lompoc, Purchasing Division,
1300 West Laurel Avenue Bldg. 4A,
Lompoc, CA 93436.

If you will Hand carry the bid 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 to be signed in as a visitor to the Purchasing Office.

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

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 bidders or their representatives are not allowed to communicate with other 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.

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

Theresa A. Hernandez

Buyer/Purchasing Assistant/Warehouser

Purchasing Division

1300 West Laurel Ave., Bldg. 4A, Lompoc CA 93436 • 100 Civic Center Plaza Lompoc, CA 93436

Phone: (805) 875-8020 • FAX: (805) 735-7628

www.cityoflompoc.com



“Registered Bidder Information Sheet”
Request for Proposal No. 2889
Organic Materials Processing Services
Bid Closing Date: July 25, 2018

To stay informed of any changes or modifications to this solicitation you must:

1. Complete this form (print or type your information).
2. Fax the completed sheet to (805) 735-7628 or email to t_hernandez@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	Fax Number
Date	Web Site Address

Purchasing Division

1300 West Laurel Avenue Bldg. 4A, Lompoc CA 93436 • 100 Civic Center Plaza
 Lompoc, CA 93436 Phone: (805) 875-8020 • FAX: (805) 735-7628
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1.0 BACKGROUND INFORMATION

1.1 Statement of Purpose

The City of Lompoc seeks proposals from qualified Contractors that specialize in composting organics. Contractor should also be able to provide complete organics processing, sorting, composting, marketing services and detailed data reporting to support the City's efforts to compost green waste and food scraps. The successful bidder will be selected on the Contractor's level of experience, qualifications, diversion methods/rates, organics processing and contamination removal methods utilized, capacity of facility, location, fees, and the overall best interest of the City.

1.2 City of Lompoc – Waste Collection and Landfill Services

The City of Lompoc is located in Santa Barbara County, approximately 55 miles north-west of Santa Barbara, and 30 miles south of Santa Maria. From Highway 101, Lompoc can be reached via Highway 246 or Highway 1. The City's Solid Waste Division provides curbside collection services to its approximately 40,000 residents and 700 businesses, which include: trash, single-stream recycling, green waste, and source-separated cardboard. In addition, the City owns and operates the Lompoc Sanitary Landfill (SWIS # 42-AA-0017) located at 700 S. Avalon Street. The Landfill provides disposal and recycling services to the City of Lompoc and the surrounding unincorporated areas, including Vandenberg Village, Mission Hills, and Mesa Oaks. The total population of the Landfill's waste shed is approximately 50,000 residents.

1.3 Organic Materials Tonnages

The following subsections describe the City's green waste collection volumes and processing methods, as well as its plans to collect and recycle food wastes:

1.3.1 Green Waste Collection

Based on collection and landfill records from 2015 – 2017, the City of Lompoc generates an average of 6,000 tons/year of green waste (landscaping and garden wastes). Approximately 60% of this material is from self-hauls to the Lompoc Landfill, and the remaining 40% is collected curbside from residential and commercial customers.

1.3.2 Green Waste Processing

City collection vehicles and self-haul customers off-load their material at the Landfill's green waste recycling area. Landfill staff monitors the off-loading area to ensure that trash, treated wood wastes, hazardous wastes and other contaminants are not mixed in the materials. Green waste is then ground utilizing a Morbark Wood Hog 3800 grinder. The ground green and wood material is ground to a specification of less than six (6) inches. Once properly processed, the material is spread and compacted over the landfill's working face as alternative daily cover (ADC).

1.3.3 Food Scraps Collection

To meet the requirements of California's Mandatory Commercial Organics Recycling Law,

AB 1826, the City plans to launch a food scraps collection program in February, 2019. In 2019, approximately 150 Lompoc businesses will be required to recycle their organic wastes. In order to minimize contamination levels and keep costs to a minimum, City staff will initially focus on pre-consumer food scraps first. Once all 150 businesses have subscribed to food scraps collection services,

City staff estimates that 1,300 tons will be generated annually. As AB 1826 phases in additional businesses over time, and as SB 1383 sets significant organic waste reduction targets by 2022, food scrap collection will increase gradually, but steadily, over time. In order to meet the reduction targets of SB 1383, the City's food scraps collection program will ultimately expand to include the residential sector.

2.0 COMPOSTABLE MATERIALS

At a minimum, for the purposes of this RFP, the following organic materials are considered compostable:

2.1 Green Waste

Grass clippings, leaves, weeds, small branches, bush/shrub trimmings, plants/flowers, and unpainted/untreated lumber scraps.

2.2 Food Wastes

2.2.1 Produce: fruits, vegetables, nuts, and beans

2.2.2 Proteins: meats including but not limited to: deli meats, raw and cooked meats (beef, poultry, pork, and seafood), meat trimmings and renderings, bones, and shells.

2.2.3 Grains and Dairy: bread, pasta, rice, potatoes, cheeses, pizza, tortillas, chips, crackers, desserts, pastries, egg shells

2.2.4 Food-soiled Paper Items: coffee grounds and filters, tea bags

2.3 Materials may be added or deleted as mutually agreed.

3.0 TRANSPORTATION & ORGANICS PROCESSING

City proposes to transport ground green waste materials from the City's Landfill to Contractor's facility. Food wastes collected directly from customers will be hauled in City packer vehicles (side-loaders or rear-loaders) to Contractor's facility.

3.1 City is also interested in alternative options to Section 3.0 above, which may include, but are not limited to the following:

3.1.1 Contractor hauls green waste material from Lompoc's Landfill to Contractor's facility.

3.1.2 Contractor provides processing/composting of unground green waste.

3.1.3 Contractor provides processing/composting of unground green waste commingled with food wastes.

3.2 If Contractor is interested in proposing alternative options to transportation and processing methods as described in Section 3.1, all associated pricing options shall be included in the attached Cost Matrix (Appendix A).

4.0 SCOPE OF WORK AND SPECIFICATIONS

4.1 City Agrees:

4.1.1 Transportation - The City will transport organic materials to a processor for composting/diversion.

4.1.2 Contamination – City will implement an education and monitoring program in order to minimize contaminants in organic materials to the maximum extent practicable. When Contractor finds excessive contamination in loads, City staff will make all attempts to identify the sources of the contamination and make necessary changes to its education and monitoring program.

4.1.3 Green Waste Processing – Prior to delivery, City will grind green waste in accordance with the specifications set forth by the Contractor.

4.1.4 Title – City gives Contractor title to all materials once received at processing site.

4.2 Contractor Agrees:

4.2.1 Facility - Contractor shall be responsible for providing an organic materials processing facility sufficient to handle the volumes of materials that will be collected as Lompoc's green waste and food scraps collection program expands as described in Section 1.3.3.

4.2.2 Diversion – Contractor shall divert organic materials in a manner that guarantees diversion credit under the requirements of AB 939, AB 1594, AB 1826, and SB 1383. Materials shall be processed for diversion from landfill disposal and are not to be used as Alternative Daily Cover (ADC) at a landfill.

4.2.3 Receiving Hours: Provide access during reasonable times for the delivery of organic materials received from the Lompoc Landfill and directly from collection routes. Contractor shall keep locations open to accept deliveries from the City Monday through Friday from 7:00 a.m. to 4:00 p.m., excluding the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas. In addition, Contractor may be required to accept deliveries on Saturdays immediately following the above listed holidays.

4.2.4 Ingress/Egress - Contractor shall ensure City drivers have easy ingress and egress to access and off-load materials.

4.2.5 Licenses/Permits – Contractor shall obtain and maintain all permits, licenses, and registrations to perform all services described herein. Copies of applicable credentials shall be provided in its proposal, and at any time during the contract when requested by the City.

4.2.6 Compliance – All services and operations associated with this RFP shall comply with all applicable laws, regulations, and ordinances at the local, State, and Federal level. Contractors are presumed to know what the legal requirements are and shall be solely responsible to maintain all said regulatory requirements and are liable for the failure to do so.

4.2.7 Labor - Contractor shall provide all labor, equipment, supplies, utility services, vehicles, transportation and all resources necessary to successfully accept, process and market the volume of materials delivered.

4.2.8 Materials - Contractor shall furnish a list of acceptable and unacceptable materials to be used by the City in its educational literature in order to minimize contamination.

4.2.9 Processing/Volume - All tonnages of organic materials stated above are estimates only, and are not a guarantee of actual volumes to be delivered. The City reserves the right to increase and/or decrease volumes of all organic wastes sent to the Contractor during the contract period. Volumes of green waste, and food wastes in particular, are likely to increase over time as the City's food scraps program may ultimately expand to include full Citywide participation. Contractors should provide detailed information as to the facility's production, storage and processing capacities, and ability to handle increased volumes.

4.2.10 Training - Contractor shall properly train all employees, subcontractors and agents in all regulatory requirements, hazards and dangers in the delivery and processing of organic materials.

4.2.11 Safety - Contractor shall ensure all employees, subcontractors and agents working with, around, and/or processing organic materials shall wear the proper personal protective equipment while on the premises.

4.2.12 Contamination Documentation – Contractor agrees to provide City clear guidelines as to its policies and procedures for contaminants found in City loads. Loads found to be excessively contaminated shall be documented and reported in a timely manner. Documentation shall consist of pictures, a list of the contaminant materials, City truck number, weight ticket number, and the date/time of the delivery. This information will be used to make modifications to the City's education and monitoring program in order to minimize contamination in subsequent loads.

4.2.13 Disposal Fees - Contractor shall be solely responsible for the disposal of all residuals and contaminated materials, and shall provide information regarding any facility where contaminated waste will be disposed, subject to City approval. All disposal facilities must be properly permitted and in full compliance of all regulatory requirements. Applicable contamination/disposal fees shall be fully addressed and included in the Contractor's proposal and cost matrix.

4.2.14 Licenses/Permits - Contractor shall maintain all necessary licenses, permits, and or registrations for the compost/organics operations. Documentation shall be provided with proposal and upon the request of the City.

4.2.15 Marketing - Contractor shall be solely responsible to process, compost, market, sell, recycle, and/or beneficially reuse all compostable materials received from the City.

4.2.16 Diversion - All compostable materials received from the City shall be composted, recycled, or reused in a manner that meets the definition of diversion/recycling in AB 1826, AB 1594, and SB 1383.

4.2.17 Monthly Reports – Contractor shall submit to City monthly invoices and reports, which shall include, at a minimum, the following information: dates of loads, weight ticket numbers, customer, truck number, material, net tons, price per ton, and documentation regarding contamination if applicable, total tons received per month, and total invoice amount.

4.2.18 Omissions - It is the intention of these specifications to acquire complete organics processing and composting services of the type described herein, with all necessary components. All items and/or services omitted from this specification that are clearly necessary for the successful operation of the services described herein shall be considered requirements even though not directly specified or called for herein.

5.0 COST PROPOSAL

Offeror shall complete the attached Cost Matrix (in MS Excel) and include all associated costs to perform the services described herein.

To open, click the image below, or click the icon to the right



RFP
2889_OrganicsCostF

RFP2889	Organic Materials Processing Services		Appendix A
Cost Matrix			
This excel spread sheet is available for download. List all costs associated with the services you are proposing. Note: 1 ton = 2,000 pounds			
SCENARIO 1: City delivers ground green waste from Landfill. City delivers food waste from customers. Contractor provides processing/composting.			
Material	\$/ton	Notes	
Green Waste			
Food Waste			
SCENARIO 2: Optional Service - Contractor hauls green waste material from Lompoc's Landfill to Contractor's facility.			
Material	\$/Haul	Notes	
Green Waste			
SCENARIO 3: Optional Service - Contractor provides processing/composting of <u>unground</u> green waste.			
Material	\$/ton	Notes	
Green Waste			
SCENARIO 4: Optional Service - Contractor provides processing/composting of <u>unground</u> green waste <u>commingled</u> with food waste.			
Material	\$/ton	Notes	
Green Waste Commingled with Food Waste			
SCENARIO 5: Other Costs/Service(s) -			
Material/Etc.	\$	Notes	

6.0 PROPOSAL FORMAT

Prepare your proposal and **submit three copies** in the following format to facilitate evaluation. Each numbered section should be separated from the next by a tabbed divider.

- **Cover Letter and Introduction** – Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm. Provide a description of the company's resources and experience in the area(s) related to this RFP.
- **Organic Processing Services** – Provide a detailed description of the proposed services to address the *Scope of Work and Specifications* in Section 4.0 and related sections herein.
- **Cost Proposal** – List all costs in the attached Cost Matrix (in MS Excel). *Include as Appendix A.*
- **Completed Deviation Sheet** – See attached. *Include as Appendix B.*
- **Proposer Information Page** – See attached. *Include as Appendix C.*
- **Bidder References** – See attached. Preferably, the three references should be local governments. *Include as Appendix D.*

7.0 SELECTION CRITERIA

The vendor will be selected on the basis of the following criteria:

7.1 Price proposal comparison based on factors affecting the best financial interest of the City. **Complete the attached Cost Matrix.** (40%):

- Composting By Material
- Transportation For Green Waste (optional)
- Grinding Green Waste (optional)
- Other Costs (Contamination, etc.)
- Volume Discounts

7.2 Suitability of the service to meet the needs of the City (30%):

- Compliance with all applicable regulatory agencies including Santa Barbara County Environmental Health, CalRecycle, RWQCB, EPA
- Waste management/recycling best practices
- Detailed summary of received materials
- Efficiency of services offered (e.g., shipments, documentation, payments)

- Compliance with insurance requirements
- Other relevant information

7.3 Vendor Experience and Qualification (20%):

- Vendor qualifications, experience and professional capabilities
- References from current clients. (Vendor should have a local base of business, preferably from local government agencies.)

7.4 Compliance with the RFP requirements (10%):

- Completeness and adherence to Proposal Format in Section 6.0
- Extent to which proposal addresses items in Scope of Services
- Compliance with terms and conditions in Request for Proposal

8.0 Discussions with Offerors

The City's Purchasing Department has the option to initiate discussions with Offerors for the purpose of clarifying aspects of proposals; however, proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by the Offerors.

9.0 Contract Execution

The City anticipates execution of a contract within 180-days of RFP opening. Upon completion of the RFP process, the successful Contractor will be expected to enter into a binding contract with the City.

The term of this agreement is to be three years with an option to extend for two additional one (1) year periods by agreement between the parties in writing at the same price, terms and conditions. The City reserves the option to temporarily extend this contract for an additional sixty (60) calendar days from its expiration date for any reason.

City of Lompoc, Bidder References

List and describe fully the last three contracts performed by your firm which 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: _____

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:

PROPOSAL SIGNATURE FORM
(Complete & return)

Responding to a Request for Proposal the undersigned proposer agrees to provide professional 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.

We hereby certify:

- 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.

REGULATED COMMUNICATIONS

On May 20, 2014, the City Council introduced Ordinance No. 1603(14) amending the Purchasing section of the Lompoc Municipal Code adopted regulations related to certain communications during the City Procurement Process.

The Regulated Communications Ordinance can be found at the following web address: (<http://www1.cityoflompoc.com/councilagenda/2014/140520/140520n07a01.pdf>). The Ordinance generally provides that no bidder shall engage in any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process without disclosing the communications as prescribed in the Ordinance.

Any bidder or elected official who engages in any regulated communication outlined in the Ordinance shall file the written disclosure required by the Ordinance.

Any bidder violating the Ordinance may be disqualified or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

In addition to Ordinance No. 1603(14), from the original issue date through the contracting period, the only authorized City contact will be the Purchasing Agent or the Finance staff contact listed in Section 7.6 above. Interested Proposers or their representatives are not allowed to communicate with other City staff regarding this solicitation. If any Proposer is found to be in violation of this provision, the City reserves the right to reject their proposal.

We hereby offer to provide the City of Lompoc with 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

ADDRESS

NAME AND TITLE (PLEASE PRINT)

CITY, STATE AND ZIP CODE

E - MAIL ADDRESS

PHONE NUMBER

WEB PAGE

FAX NUMBER

DATE

Vendor Selection Criteria

Vendor:				
	Evaluation Criteria	Weight	Score	Comments
1.	<p>Price proposal comparison based on factors affecting the best financial interest of the City (40%):</p> <ul style="list-style-type: none"> • Composting By Material • Transportation For Green Waste (optional) • Grinding Green Waste (optional) • Other Costs (Contamination, etc.) • Volume Discounts 	40		
2.	<p>Suitability of the service to meet the needs of the City (30%):</p> <ul style="list-style-type: none"> ▪ Compliance with all applicable regulatory agencies including Santa Barbara County Environmental Health, CalRecycle, RWQCB, EPA ▪ Waste management/recycling best practices ▪ Detailed summary of received materials ▪ Efficiency of services offered (e.g., shipments, documentation, payments) ▪ Compliance with insurance requirements ▪ Other relevant information 	30		
3.	<p>Vendor Experience and Qualification (20%):</p> <ul style="list-style-type: none"> ▪ Vendor qualifications, experience and professional capabilities ▪ References from current clients. (Vendor should have a local base of business, preferably from local government agencies.) 	20		
4.	<p>Compliance with the RFP requirements (10%):</p> <ul style="list-style-type: none"> ▪ Completeness and adherence to Proposal Format in Section 6.0 ▪ Extent to which proposal addresses items in Scope of Services ▪ Compliance with terms and conditions in Request for Proposal 	10		
			Total	

NOTES:

Large empty rectangular box for notes.

Evaluator Name	Evaluator Signature	Date
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RFP Terms & Conditions

The sole point of contact in the City for purposes of this RFP is the Procurement Officer. Only information communicated by the Procurement Officer or his/her designee shall be the official position of the Department. Questions regarding this solicitation must be directed in writing to the Procurement Officer or the designee.

City of Lompoc
Ray Ambler, Purchasing & Materials Manager
1300 West Laurel Avenue
Lompoc, CA 93436

1. The Issuing Office must receive proposals by 2:00 p.m. on the date indicated above. Copies are to be submitted in sealed envelopes.
2. The project number and due date must appear on the outside of the submission envelope. Requests for extensions will not be granted. Late proposals, late requests for modification, or late requests for withdrawal will not be considered. It is recommended that proposals be hand delivered.
3. 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.
4. An award is final only upon approval by the appropriate office of the City of Lompoc and execution on behalf of the City, State.
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. All amendments will be identified as such and will be sent by mail or email.
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. 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.
8. The Department reserves the right to accept or reject all proposals, in whole or in part, and to waive or permit cure of minor irregularities.
9. A public opening of proposals will not be held.
10. Proposals should be prepared simply and economically, providing a straight forward, concise description of the Offerors ability to fulfill the requirements of this solicitation. The Department is not responsible for any expenses incurred by Offerors in preparing and submitting proposals in response to this solicitation.
11. All proposals shall be typewritten or written legibly in ink and all proposals shall be signed in ink as specified.
12. 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.
13. All prices must be firm for 90 days from the date of the proposal opening & be inclusive. Upon award, prices will be in effect for the term of the contract.
14. All proposals submitted by Seller to Proposer should be submitted upon the attached proposer's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.
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.
16. Each proposal 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.

17. Prompt payment discounts of 20 days or longer will be considered when comparing proposals, however, if you offer any prompt payment discounts, please indicate this on your proposal.
18. Awards will be made to realize the greatest savings to the City and may not necessarily be the lowest proposal especially where services are of the utmost importance.
19. 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.
20. 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.
21. All time limits stated are of the essence and must be complied with. Any proposals received after closing time stipulated will be returned unopened.
22. **LAWS GOVERNING CONTRACT:** The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara, California 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.
23. **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 parties:
 - A) Purchase Order
 - B) CITY's Request for Proposals
 - C) Attachment A
 - D) CONTRACTOR's Proposal
24. **Time of Bid Submission:** Bids or Proposals shall be submitted so as to be received in the office designated in the invitation for bids not later than the exact time set for opening of bids. 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 bids." The official time clock for this bid will be the U. S. Naval Observatory (USNO):
<http://www.time.gov/timezone.cgi?Western/d/-5/java>
Solicitations opening at 2:00 P.M. PST will be considered late at 14:00:01 PST 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. She (or he) shall then personally and publicly open all bids received prior to that time, and when practicable shall read them aloud.



ATTACHMENT "A" INSURANCE REQUIREMENTS

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.

Please send insurance Certificates to:
City of Lompoc, Purchasing Division
1300 West Laurel Avenue, Bldg. 4A;
Lompoc CA 93436-5163
Fax: (805) 735-7628 or via email to
t_hernandez@ci.lompoc.ca.us

For more information, please call (805) 875-8020