



**Request For Proposal No. 3065
Anderson Recreation Center HVAC Units
Replacement Project
Bid Closing: January 31, 2024, at 2p.m.**

The City of Lompoc is soliciting Bids/Proposals for Provide and Install of Five (5) HVAC Units for the Anderson Recreation Center Administration area and Gymnasium. Bids will be received per the attached specifications, until 2:00 p.m. on January 31, 2024. Proposals shall be valid for 90 calendar days after the bid opening date.

Clearly mark the bid number and bid submittal deadline date on the outside and mail or deliver to:

**City of Lompoc
Purchasing Division
1300 West Laurel Avenue, Bldg. 4A
Lompoc CA 93436-5163**

From the original issue date until the contract is awarded, the only authorized City contact will be the Purchasing Officer, or the Purchasing staff listed below. Only information communicated by the Procurement Officer or their designee shall be the official position of the City. Interested bidders or their representatives are not allowed to communicate with City staff regarding their solicitation. If any bidder is found to be in violation of their provision, the City reserves the right to reject their bid.

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

Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Theresa Hernandez, (805) 735-7628, t_hernandez@ci.lompoc.ca.us. Questions must be submitted before 4:00 pm on January 24, 2024.

Thank you,

Theresa Hernandez

Senior Buyer
Ph.: (805) 875-8020



“Registered Proposer Information Sheet”
Request For Proposal No. 3065
Anderson Recreation Center HVAC Units
Replacement Project
Bid Closing: January 31, 2024, at 2p.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 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	Web Page
Fax Number	Date
Will you be attending the Pre-Bid Job-Walk? Date: January 11, 2024 Time: 10am Place: Anderson Recreation Center, 125 West Walnut Avenue	<input type="checkbox"/> Yes <input type="checkbox"/> No

PROJECT DESCRIPTION

The City of Lompoc invites your bid and offer to provide all labor, materials, equipment, and supplies necessary to provide and install five replacement HVAC units at Anderson Recreation Center, located at 125 West Walnut Avenue. Three new condensing units outside the Administration area of the building, and two new 10-ton ground mounting package units with economizers for the gymnasium.

The specifications for the installation of the HVAC System represent features best suited to the intended use of the department. Judgment of the exceptions is to rest with City of Lompoc Purchasing. As part of their bid, bidder must provide an "Deviations" page for any exception(s) taken to the scope of work. If exception(s) are not noted, the City will assume the bidder will meet all requirements and assume full responsibility to meet the specifications.

The City will award a contract based on Lowest Responsive and Responsible Bidder.

This project is being funded by Clean Air Center Program Grant funding from the California Air Pollution Control Officers Association (CAPCOA) and General Fund Approved by City Council.

SCOPE OF WORK

All tasks identified below as part of this proposal are to be completed by the selected Contractor.

The Contractor is to provide administrative, management, and related services as required to coordinate the procurement, delivery, storage, installation and testing of HVAC units and surrounding areas of the Project in accordance with the City's objectives for cost, time, and quality. The Contractor is to administer all general conditions and manufacture support activities on behalf of the City.

The Contractor is responsible for providing procurement, construction, and installation of new HVAC units project in their scope of work, including all labor, materials, tools, incidentals, supervision, and equipment necessary to complete the Work. Restroom facilities are available onsite.

Contractor is responsible for providing workmanship that conforms to industry standards, including adhering to all safety requirements.

No construction shall begin until a detailed project schedule has been received approval from the City, and the City issues the Contractor a Notice to Proceed.

The Contractor understands that there will be some coordination with City officials and City staff on developing the design, but the City will rely on the Contractor to provide professional recommendations on design, equipment, and viable configurations.

All project equipment must meet project requirements in CARB Program Guidelines. We have included 14 months of electric usage for determining if we have enough power to operate the new units.

1. The work being requested is to be completed in two phases: Phase 1 – Administration area, Phase 2 - Gymnasium

PHASE 1 – ADMINISTRATION AREA

- a. Provide and install three (3) cooling coils to existing systems.

- b. Provide and install three (3) new condensing units in planter w/ PCC pads and 6' redwood fence w/ gate and lock.
- c. Provide and install piping for all three (3) condensing units.
- d. Electrical – provide all material, equipment, and labor required to upgrade & install **all** electrical for the mechanical ventilation and ac system, which shall include a new low-voltage control wiring for new control system.
- e. Provide and install MERV 13 filters to existing air handlers. Also provide 9 additional MERV 13 filters to be used as replacements.
- f. Provide and install (6) six pm 2.5 monitors. Panorama room, OSA room, conference room, manager's office, superintendent office, entrance area.
- g. Provide all necessary designs and plans and obtain required permits from the City of Lompoc Building Department for all work. 30 working days to obtain permits.
- h. Include all and any miscellaneous carpentry to complete all work.
- i. Start-up and check-out system. Test, and air balance per Title 24 Compliance testing. One-year warranty parts and labor on system installed.
- j. Pay estimates may be submitted only once a month on a specified day of the month determined by the contractor. Example, if the contractor determines the 20th of the month, it will be on the 20th of the month for all months.

PHASE 2 – GYMNASIUM AREA

- k. Remove existing heater units (2) and air unit (1) in gymnasium and all miscellaneous connecting utilities.
- l. Provide and install two (2) new 10-ton ground mounting package units w/ economizers for Title 24 Compliance. The units shall be placed on the east side of the building outside. Place units on PCC pads and 6' redwood fence w/ gate and lock.
- m. Provide and install all interior and exterior duct work, registers, grilles, and piping insulation. Provide design and material to be placed and run duct work from units into gymnasium w/ backdraft dampers.
- n. Provide and install smoke/fire dampers including smoke detectors for the (2) two 10-ton units only.
- o. Provide and install (2) two programmable thermostats.
- p. Provide and install all necessary gas lines for the new units.
- q. Electrical – provide all material, equipment, and labor required to upgrade & install **all** electrical for the mechanical ventilation and ac system.

- r. Provide all necessary designs and plans and obtain required permits from the city of Lompoc Building department for all work. 30 working days to obtain permits. Ligated damages of \$500.00 per day
 - s. Include all and any miscellaneous carpentry to complete all work.
 - t. Start up and check out system, test, and air-balance per Title 24 Compliance testing. One-year warranty parts and labor on system installed.
 - u. Pay estimates may be submitted only once a month on a specified day of the month determined by the contractor. Example, if the contractor determines the 20th of the month, it will be on the 20th of the month for all months.
 - v. After permits are received, phase 2 shall be completed within 45 working days from the date of the permit.
2. Removal and disposal of existing equipment and duct work and reclamation of CFC's. Any waste and excess materials shall be disposed of by the Contractor in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations.
 3. Contractor's price includes: (a) All taxes associated with their scope of work; (b) All salaried and field personnel required to complete the work; (c) All permits required for their work; and (d) Contractor acknowledges that multiple mobilizations may be required and has accounted for all costs in the lump sum price.
 4. The City will waive fees related to obtaining required building permits for their project, but the permit procedures must still be followed.
 5. Contractor is responsible for all material handling required to perform the scope of work.
 6. Contractor shall coordinate delivery of material with the Project Schedule and the City.
 7. Contractor shall properly store all materials and equipment per the manufacturer's recommendations in the event that materials or equipment are delivered prematurely.
 8. Contractor is responsible for all field measurements required to complete all installations.
 9. Contractor is responsible for all layout required to complete all installations.
 10. The replacement and installation shall be done Monday – Friday between 8:00 am and 5:00 pm.
 11. All project equipment must meet project requirements in CARB Program Guidelines. New equipment must meet Title 24 requirements. All certification documentation to be provided when project passes Title 24 testing.

NOTICE OF REGULATED COMMUNICATION RULE

Lompoc Municipal Code Section 3.36.175, paragraph B (1), Regulation of Communications during Competitive Procurement—:

“No Proposer or Bidder shall initiate, engage in, or continue any communication to or with any elected official, and no elected official shall initiate, engage in, or continue any communication to or with any Bidder or Proposer, concerning or touching upon any matter

which is the subject of a competitive procurement within the scope of their Section except as permitted in their Section.”

BID SECURITY/DEPOSIT

Bid bonds are being required per Lompoc Municipal Code 3.36.025(C) (1), Bid Security:

- a. Bid Bond: All bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the City, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to said City, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption.
- b. Performance Bond: Successful bidder shall furnish within eight (8) consecutive calendar days after written Notice of Award, a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract. In the event the bidder to whom an award is made fails or refuses to perform under or to execute the contract, if required, within eight (8) calendar days from the date of receiving notification of award, the City may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award to the next lowest bidder, or may call for new bids.
- c. Labor and Materials Bond: Successful bidder shall furnish within eight (8) consecutive calendar days after written Notice of Award, a Labor and Materials Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

WALK-THROUGH: All Contractors need to be aware of space, requirements, and other working conditions; therefore, the City has scheduled a **MANDATORY PRE-BID JOB-WALK on January 11, 2024, at 10am.**

EXAMINATION OF SPECIFICATIONS AND SITE: The bidder is expected to carefully examine the site of the proposed work, the proposal, specifications, and bid forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and to the requirements of the proposed specifications.

START DATE: A purchase order will be issued upon award of bid or quotation. Contractor shall not begin work without a Notice to Proceed which will be issued after receipt by the Purchasing and Materials Manager of all required insurance certificates and bonds.

UNKNOWN OBSTRUCTIONS: Should any known obstructions be encountered during the course of their contract, they shall be immediately brought to the attention of the department representative. The contractor shall be responsible for the protection of all existing equipment, furniture or utilities encountered within the work area.

CLEANUP: During performance and upon completion of work on their project, contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by the department representative.

REJECTION OF WORK: Bidder agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

SECURITY: Contractor shall provide a list of employees, including sub-contractor employees (name and picture ID to be on file at Anderson Recreation Center).

MEASUREMENTS: It is the responsibility of the bidder to make all measurements to determine their bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

QUALIFICATIONS OF CONTRACTOR

Contractor shall be familiar with all aspects of the work outlined in these specifications. The bidder to whom their quotation or bid is awarded must possess a valid California Contractor's License Classification No. C-20 or other appropriate license as approved by the City at time of award. Bidders must indicate their contractor's license number, classification, and expiration date on their bid.

C20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor

A warm-air heating, ventilating and air-conditioning contractor fabricates, installs, maintains, services, and repairs warm-air heating systems and water heating heat pumps, complete with warm-air appliances; ventilating systems complete with blowers and plenum chambers; air-conditioning systems complete with air-conditioning unit; and the ducts, registers, flues, humidity and thermostatic controls and air filters in connection with any of these systems. Their classification shall include warm-air heating, ventilating and air-conditioning systems which utilize solar energy.

Authority cited: Sections 7008 and 7059, Reference: Sections 7058 and 7059 (Business and Professions Code).

CONTRACTOR'S LICENSE:

Company Name		Contact Name
The bidder is a/an (Corporation Partnership, or Individual) Organized and existing Under the laws of the State of:		
Address		
Telephone	Fax	Email
Contractor License Number	Designation	DIR Registration Number
Attachment B completed and returned with proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Bidding Contractor shall have a minimum of five (5) years' experience and shall provide a minimum of three references of related work completed within the last three years. Their information will be used in the overall evaluation of the bids.

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

- a. Does your company possess at least five (5) years' experience in performing work? Yes No
- b. Do the references provided indicate their experience? Yes No

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

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

CITY BUSINESS TAX LICENSE

All vendors who work within city limits of the City of Lompoc are required to have a Business Tax License. If you do not have a Business Tax License, please contact the Lompoc City Clerk (805) 875-8242.

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

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 their job:

Company Name		Contact Name
The bidder is a/an (Corporation Partnership, or Individual) Organized and existing Under the laws of the State of:		
Address		
Telephone	Fax	Email
Contractor License Number	Designation	DIR Registration Number
Complete and sign Attachment B for each subcontractor and submit with bid.		

1. **NONDISCRIMINATION.** Contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave, or any other protected status. The contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such

discrimination and harassment. Contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. **PAYMENT OF PREVAILING WAGES.** Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

Included herein by reference are the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor agrees to comply with all the above-referenced provisions applicable to the performance of its work on their project. Specifically, the contractor agrees to: (1) Pay all workers not less than the general prevailing rate of wages. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates. (2) Submit certified payroll in accordance with <http://www.cityoflompoc.com/ManagementServices/purchasing/policies.htm>. Current prevailing wage rate may be found at <http://www.dir.ca.gov/OPRL/PWD/index.htm>.

3. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site.
4. **APPRENTICESHIP EMPLOYMENT STANDARDS.** Attention is directed to the provisions in Sections 1776 and 1777.5 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

One of the legal requirements for working on a public works project is the employment of apprentices. The Division of Apprenticeship Standards provides assistance to contractors in employing apprentices on public works sites. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations,

<http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

4. **HOURS OF WORK.** Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.
5. **PAYROLL RECORDS.** Contractor and each subcontractor shall keep an accurate payroll record, 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. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

6. **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. Plans and specifications shall meet requirements of the current California Building Code and Federal Americans with Disabilities Act.
7. **DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS.** In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
8. **SAFETY.** Job site safety, both during and after working hours, is the sole responsibility of the Contractor. The Contractor, their 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.
9. **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.
10. **SCHEDULE.** Work shall begin no later than seven (7) days after notice to proceed (NTP).
11. **PAYMENT.** Payment will be made according to the unit price schedule in the contract based on the actual unit quantities expended as determined by the OTR. Payment for lump sum items shall be made only upon satisfactory completion of the entire task.
12. **PUBLIC WORKS.** 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. Contractor and subcontractor(s) must register with the California Department of Industrial Relations (DIR) and that before :
 - a. Their project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - b. All contractors and subcontractors must furnish electronic certified payroll records directly

to the Labor Commissioner (aka Division of Labor Standards Enforcement).

c. 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.

d. 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).

13. **CONTRACTOR AND SUBCONTRACTOR REGISTRATION.** Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

14. **CONTRACTING WITH SMALL AND MINORITY OWNED FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The City is fully committed to substantially increasing the opportunity for participation in all phases of all City procurement by minority, female, disadvantaged, and small business enterprises. (Ord. 1637(17) § 1; prior code § 2632)

15. **LABOR COMPLIANCE; STOP ORDERS.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City.

16. **DAMAGE.** The contractor shall be held responsible for any breakage, loss of City's equipment or supplies through negligence of the contractor or their employee while working on the City's premises. The contractor shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the department representative any damage to the premises resulting from services under their contract.

17. **LIQUIDATED DAMAGES.** It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days expressed in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the City, the sum of **\$500 per day**, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the Engineer shall have the right to increase the number of working days or not, as the Engineer may deem best to serve the interest of the City, and if the Engineer decides to increase the number of working days, the Engineer shall further have the right to charge to the Contractor, or the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Engineer may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of the extension, except that cost of final surveys and preparation of final estimate shall not be included in the charges.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules, that the inability to obtain the materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment that are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles or equipment that are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

If the Contractor is delayed in completion of the work by reason of changes made under Section 3, "Changes In Work," of the Standard Specifications, or by any act of the Engineer or of the Department, not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work "in excess of" that expressly provided for in this section.

18. **AUTHORITY OF THE CITY.** Subject to the power and authority of the City as provided by law in their contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under their contract. The City shall decide the questions which may arise relative to the fulfillment of the contract or the obligations of the contractor there under.
15. Warranty Period: _____.
16. Discount offered for payment of invoice within 20 days of receipt of invoice _____%.
17. **INDEMNIFY AND HOLD HARMLESS.** The Contractor shall indemnify and hold harmless the City and all officers and employees thereof connected with the work, from all claims, suits or actions of

every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in construction of the work; or by or on account of any act or omission by the Contractor or their agents during the progress of the work or at any time before its completion and final acceptance.

18. **INSURANCE REQUIREMENTS.** Contractor shall furnish insurance certificates per Insurance Requirements, attached.

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

20. **Subcontractor's Insurance.** Contractor shall ensure that its subcontractors are covered by insurance of the types and the amounts required by their Article. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained.

21. **SANCTIONS:** Under Executive Order (EO) N-6-22. The City of Lompoc must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/russia-related-sanctions>. Failure to comply may result in the removal of bid, termination of contract. (EXHIBIT A)

22. **BID INSTRUCTIONS AND SUBMISSIONS:**

The Bid shall be submitted on the Bid Proposal forms included in the Specifications. All Bid Documents must be completed, executed and submitted with Bid by Bidder. Required Bid Proposal Documents:

- a. Registered Proposer Information Sheet
- b. Bidder's Proposal
- c. Prevailing Wage – "B Attachment"
- d. Contractor's Affidavit
- e. Bid Bond (10% of Bid)
- f. List of Subcontractors
- g. References
- h. Bidder's Information
- i. Deviations Page

23. All prices submitted will be considered as including any and all sales or use taxes. In case of a discrepancy between a unit bid price and total bid, the unit price shall prevail.

SCHEDULE OF DATES

Proposed Calendar which is subject to change	Date
Release RFP No. 3065	Jan. 05, 2024
Bid Advertising Lompoc Record	Jan. 10, 2024
Pre-Bid Meeting (MANDATORY)	Jan 11, 2024, 10am
Last day for Questions / Clarifications / Corrections	Jan. 24, 2024, 4pm
Closing Date for Request for Proposal	Jan. 31, 2024, 2pm
Evaluation of Proposals	Feb. 01 – 08, 2024
Notice of Intent to Award *	Feb. 9, 2024
Goes to Council	Feb. 20, 2024

To execute a satisfactory agreement between the City of Lompoc and the Contractor and to provide a performance bond, a labor and materials bond, and certified proof of insurance coverage to the City for work in accordance with their bid document within **7 calendar days after notice of award**.

CONTRACTORS AFFIDAVIT

(Complete and return)

We hereby certify that:

- Their bid was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.
- Their 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 their bid price, or that of anyone else.

ORIGINAL BID DOCUMENT MUST INCLUDE AN ORIGINAL SIGNATURE.
UNSIGNED BIDS WILL NOT BE CONSIDERED.

Submission of a signed bid will be interpreted to mean that bidder has read the entire document and agrees to all of the terms and conditions set forth in all the sheets, which make up their invitation.

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

Bid Form

The Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all expenses incurred by or in consequence of the suspension or discontinuance of the work; and for well and faithfully completing the work, and the whole thereof in the manner and according to the Plans, Special Provisions, Standard Specifications and other contract documents therefor, and the requirements of the Project Manager.

Project Bid 3065 HVAC Unit Replacements (5 Units)					
ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)
1	PHS 1 – SCOPE OF WORK ITEM: a	LS	1		
2	PHS 1 – SCOPE OF WORK ITEM: b & c	LS	1		
3	PHS 1 – SCOPE OF WORK ITEM: d	LS	1		
4	PHS 1 – SCOPE OF WORK ITEM: e	LS	1		
5	PHS 1 – SCOPE OF WORK ITEM: f	LS	1		
6	PHS 1 – SCOPE OF WORK ITEM: g	LS	1		
7	PHS 1 – SCOPE OF WORK ITEM: h	LS	1		
8	PHS 1 – SCOPE OF WORK ITEM: i	LS	1		
9	PHS 1 – SCOPE OF WORK ITEM: j	LS	1		
10	PHS 2 – SCOPE OF WORK ITEM: k	LS	1		
11	PHS 2 – SCOPE OF WORK ITEM: l	LS	1		
12	PHS 2 – SCOPE OF WORK ITEM: m	LS	1		
13	PHS 2 – SCOPE OF WORK ITEM: n	LS	1		
14	PHS 2 – SCOPE OF WORK ITEM: o	LS	1		
15	PHS 2 – SCOPE OF WORK ITEM: p	LS	1		
16	PHS 2 – SCOPE OF WORK ITEM: q	LS	1		
17	PHS 2 – SCOPE OF WORK ITEM: r	LS	1		
18	PHS 2 – SCOPE OF WORK ITEM: s	LS	1		
19	PHS 2 – SCOPE OF WORK ITEM: t	LS	1		
TOTAL BID (Items 1 through 19):					

TOTAL OF ITEMIZED SCOPE OF WORK DETAIL IN WORDS (ITEMS 1 THROUGH 19):

24. **TOTAL BASE BID PRICE** including all labor, materials services, labor, insurance, equipment and incidentals required for the work specified by their bid. Spell out in words your bid:

\$	
Spell out in words:	
Proposed start date	
Proposed completion date	

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Relative to supplying labor and material and for their 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.

The undersigned agrees that their Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

The offer and bid will be open for 90-calendar days after opening.



BID BOND

(Not required if certified or cashier’s check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ as Principal,

And, _____, as Surety, authorized and licensed to transact business in the State of California, do hereby acknowledge ourselves to be held and obligated as joint Obligors to the CITY OF LOMPOC, as Obligee, in the sum of ten percent (10%) of the aggregate amount bid by the principal. Said Principal and Surety do hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by their bond.

WHEREAS, said Principal is about to submit to the City of Lompoc the foregoing bid or proposal for performance of the work therein mentioned, which includes the furnishing of all materials in compliance with the specifications and plans, if any, under the Notice Inviting Bids/Proposals from said City of Lompoc.

NOW, THEREFORE, if the bid or proposal of the Principal is accepted and awarded to said Principal by the City of Lompoc

and if said Principal fails or neglects to enter into a contract and/or to execute the required bonds in connection with the contract within thirty (30) days after the contract is awarded to said Principal, then, the above-named Obligors shall pay to said Obligee the aforementioned sum of **ten percent (10%)** of the aggregate amount bid, as liquidated damages for such failure or neglect.

THEIR AGREEMENT shall be binding on the Principal and Surety executing the same, their legal representatives, successors, and assigns.

EXECUTED their _____ day of _____ 2024

Witness	PRINCIPAL
Typed Witness Name	By:
	Signature/Title
	(CORP. SEAL)
Witness	SURETY
Typed Witness Name	By:
	Signature/Title
(CORP. SEAL)	Attorney in Fact
Notary	
<p>NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO THEIR BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE SURETY.</p>	



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as Principal, and firmly bound unto the City of Lompoc in the sum of _____ said sum being the amount of the following described contract, to be paid to the said City, its successors, and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THEIR OBLIGATION IS SUCH,

THAT WHEREAS, the City Council of the City of Lompoc, State of California, by formal action the ____ Day of _____, 2024 awarded to said principal a contract to in strict conformity with plan and special provisions, **Bid No. 3065** and whereas, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

NOW THEREFORE, if the above bounden Principal, their, her or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on their or her or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Lompoc, its officers and agents, as therein stipulated, then their obligation shall become null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contractor to the work to be performed thereunder shall in any way affect its obligations on their bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract or to the work.

IN WITNESS WHEREOF, their instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2024.

_____(Seal)

_____(Seal)

Principal

_____(Seal)

Surety

Address

NOTE: Signature of person executing for the Surety must be properly acknowledged.



LABOR & MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS

That _____ of _____ as Principal, and

_____, a Surety authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto CITY OF LOMPOC, CALIFORNIA, as Obligee, in the sum of \$ _____ for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the condition of the foregoing obligation is such that the above-bounden Principal was, by formal action of the City of Lompoc, State of California on _____, 2024, awarded a Contract with the City of Lompoc, the terms of which are incorporated herein by their reference, in strict conformity with the Contract Documents entitled Invitation to **RFP No. 3065 - Anderson Recreation Center HVAC Units Replacement Project.**

and whereas said Principal is required under the terms of said Contract to furnish a bond for the Labor and material of said Contract.

NOW, THEREFORE, if the above-bounden Principal or subcontractor fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amount due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Sections 1320, et seq. of the Unemployment Insurance Code of the State of California, with respect to such work and labor, then the Surety will pay for the same, and also, in case suit is brought upon their bond, a reasonable attorney's fee, to be fixed by the court.

And said Surety, for value received, hereby stipulates, and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect its obligations under their bond, and surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

SIGNED and SEALED their _____ day of _____, 2024.

(Name of Principal)

By: _____

Address to which notices to Surety should be sent Title: _____

(Seal)

Surety

By: _____ Attorney-in-Fact

(Attach Notary Acknowledgment for Attorney-in-Fact)



BIDDER REFERENCES
(Complete and return)

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:	



B Attachment

PUBLIC WORK – PREVAILING WAGE JOB

(Complete and return)

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:

RFP No. 3065 - Anderson Recreation Center HVAC Units Replacement Project

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

- Their project is subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code Section 1771.4.
- All contractors and subcontractors must furnish electronic certified payroll records as specified in Labor Code Section 1776 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) as prescribed by Title 8 California Code of Regulations section 16451(d).

The Contractor's attention is directed to the payroll records requirement of Labor Code Section 1776, and 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 (there is in addition to the electronic reporting required by the DIR).

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

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

RFP No. 3065 - Anderson Recreation Center HVAC Units Replacement Project

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

Therefore, the Contractor agrees to comply with all applicable prevailing wage requirements set forth in California Labor Code Sections 1770 to 1781 inclusive. All workers employed on or in the execution of these services shall be paid not less than the applicable current general prevailing wage as determined by the Director of Industrial Relations. The current General Prevailing Wage Determinations located on the Department of Industrial Relations' (DIR) website (<https://www.dir.ca.gov/OPRL/2012-2/PWD/index.htm>), shall be incorporated into this Contract.

★★★★★★★★★★

★★★★

★★★★★★★★★★

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

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

Representative Signature	Date	
Print Name	Title	
Company Name	Email	
Address		
Telephone	Fax	
Contractor License Number	Designation	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>.

Public Works Facts Sheet (SB 854) <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html>

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-6-22

WHEREAS California has a strong commitment to fundamental rights and freedoms at home and around the world; and

WHEREAS the Russian Federation (Russia) has mounted aggressive, unlawful, and violent actions against Ukraine and its people, flouting these fundamental rights and freedoms; and

WHEREAS Russia's attacks on Ukraine and its people have significantly escalated since 2014, despite significant diplomatic efforts by the United States and its partners and allies to stop Russian aggression; and

WHEREAS on February 21, 2022, United States President Joseph R. Biden Jr. issued Executive Order 14065 finding that Russia's purported recognition of the so-called Donetsk People's Republic or Luhansk People's Republic regions of Ukraine contradicts Russia's commitments under the 2014 Minsk cessation of hostility agreements and further threatens the peace, stability, sovereignty, and territorial integrity of Ukraine; and

WHEREAS Executive Order 14065 expands upon a number of previous Executive Orders related to Russia's mounting actions to undermine the sovereignty and territorial integrity of Ukraine, including Executive Orders 13660, 13661, 13662, 13685, and 13849, and further federal actions may follow; and

WHEREAS on February 24, 2022, Russia launched a large-scale invasion of the sovereign nation of Ukraine and continues to conduct a lawless assault on the Ukrainian government and people; and

WHEREAS California joins the United States and other nations, states, and localities in condemning Russia's attacks on Ukraine and its people as an assault on fundamental international rules and norms that have prevailed since the Second World War; and

WHEREAS President Biden and American allies and partners around the world have announced significant economic sanctions on key Russian institutions and banks and on the architects of this war of choice, including Russian President Vladimir Putin, among others; and

WHEREAS California is proud to be home to one of the largest Ukrainian populations in the United States, and continues to stand with the government and people of Ukraine, who have fought with incredible bravery to defend their country and freedom; and

WHEREAS California supports President Biden's efforts to hold Russia accountable for violating Ukrainian sovereignty, for its disregard for the lives and well-being of the Ukrainian people, and for its hostility to freedom and democracy; and

WHEREAS thousands of Russian citizens have courageously taken to the streets to protest their government's lawless invasion of Ukraine, and many

Californian immigrants from Russia and Californians of Russian descent have marched in solidarity with these Russian protestors; and

WHEREAS California's National Guard and the U.S. government have had a nearly three-decade relationship with Ukraine working to support its Ministry of Defense, Ministry of Interior, and Armed Forces by providing military equipment and training as well as humanitarian assistance, from helping to renovate schools and providing school supplies to volunteering at orphanages; and

WHEREAS over the last twenty years, the Office of Emergency Services, along with the California National Guard and the California Emergency Medical Services Authority, has provided training and conducted exercises with the Ukrainian Ministry of Defense and Armed Forces on utilizing the Emergency Management and Incident Command System; and

WHEREAS California, which has a long history of welcoming Ukrainian and other refugees, will continue to support resettlement, in partnership with the federal government, of those seeking safety and freedom from Russia's aggression in Ukraine; and

WHEREAS according to UN agencies, Russian aggression since 2014 has internally displaced 1.5 million Ukrainians, caused an estimated 50,000 casualties, and destabilized the region, and its recent invasion of Ukraine threatens to create Europe's largest refugee crisis in decades, with more than a million refugees fleeing Ukraine in the last week; and

WHEREAS many companies in California have taken steps to limit economic transactions with Russia and Russian entities, to combat misinformation about Russia's actions in Ukraine, and to support the government and people of Ukraine; and

WHEREAS California calls upon businesses, non-governmental organizations, and public entities in the State to review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All agencies and departments subject to my authority shall review all contracts for commodities, services, and technology to determine whether they comply with existing economic sanctions; and

2. All agencies and departments subject to my authority shall terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions, and shall refrain from entering into any new contracts with such individuals or entities while economic sanctions are in effect; and
3. All agencies and departments subject to my authority shall notify all contractors and grantees of their obligations to comply with economic sanctions within 45 days of this Order, and the Department of General Services and the Department of Technology shall provide guidance on such communications within 14 days of this Order; and
4. All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at \$5 million or more, to report to the agency or department regarding their compliance with economic sanctions; and
5. All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at \$5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine; and
6. The Department of General Services and Department of Technology shall issue procurement guidance to agencies and departments regarding compliance with economic sanctions and supporting Ukrainian businesses to the extent permitted by state law.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



GENERAL TERMS AND CONDITIONS

1. **ISSUANCE OF BID:** Their 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 not 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: Theresa Hernandez, Buyer, (805) 735-7628, t_hernandez@ci.lompoc.ca.us.
6. **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
7. **QUANTITY ADJUSTMENT:** When applicable, it is mutually accepted that the quantities defined in their 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.
8. **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.
9. **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.
10. **WARRANTIES:** Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of the City to promote the full realization of equal employment opportunity.
- 17. 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: <https://www.cityoflompoc.com/home/showdocument?id=656>
- 18. 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.
- 19. REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS:**
- a. 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:
 - b. Failure to sign bid document.
 - c. 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.
 - d. Failure to provide bid security (if required and in the form and amount specified).
 - e. Failure to attend mandatory bidders' conference or mandatory site inspection.
 - f. Failure to initial price alterations for one or more items.
 - g. Failure to provide information or other supplemental materials as specified in the RFP or bid.
 - h. Failure to bid on all items when specifically required.
- 20.** 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 their 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 their bid will be the "The Official NIST US Time": <https://www.time.gov/>

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



INDEMNITY AND 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 procure and maintain for the duration of the contract insurance against claims for Injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by you, your agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Worker's Compensation:** As required by State of California Statutes, and Employer's Liability Insurance (including disease coverage) in an amount **not less than \$1,000,000** per occurrence.

2. **Automobile Liability:** ISO Form CG 00 01 covering any vehicle (Code 1), including those owned, leased or rented (Code 8), or borrowed (Code 9). The limit shall be **not less than \$1,000,000** per occurrence for bodily injury and property damage.

3. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury. The limit amount for their insurance shall be **not less than \$2,000,000** per occurrence.

If a general aggregate limit applies, either the general aggregate limit shall apply separately to their project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

4. **Additional Insured Status:** You must provide evidence the CGL insurance policy names the City, its officers, officials, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of you. Their is to include materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to your insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

5. **Other Insurance Provisions:** The insurance policies described above are to contain, or be endorsed to contain the following provisions:

Primary Coverage. For any claims related to their contract, the coverages shall be primary, at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. No other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.

Notice of Cancellation. The policies shall not be canceled or materially altered without 30-days' prior written notice to the City.

Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said contractor may acquire against the City by virtue of the payment of any loss under such insurance. You agree to obtain any endorsement that may be necessary to affect their waiver of subrogation, but their provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions. Self-Insured retentions must be declared to and approved by the City. The City may require the contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current **A.M. Best's** rating of no less than an **"A"** **policyholder's rating** and a **"VII" financial rating.**

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