



# City of Lompoc

**RFP No 2638 ADDENDUM NO. 1  
2 Copiers with Maintenance**

**THE DATE TODAY IS: Monday, November 21, 2011**

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

Page 3 Line 2: The number of copiers shall be "two (2) Copiers "

Page 8-10 has been updated to clarify what is required by the City. The Acrobat version is the City's official invitation. A MS Word document solicitation version will be made available to facilitate completing the forms by checking below.

Page 15 No. 2 Final Acceptance date "11:00 am on December 13, 2011"

This Addendum may be acknowledged and returned on or before 11:00 a.m. December 13, 2011. Addendum May Be Faxed to (805) 735-7628. Thank you,

Ray Ambler  
Purchasing and Materials Manager

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Bidder's Acknowledgment: I/We the undersigned bidder hereby acknowledge this Addendum #1 to RFP/BID No. 2638 .  
**(Please type or print)**

**Yes Please send a MS Word Copy.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Email



# City of Lompoc

## Request for Proposal RFP No. 2638 – 2 each Copiers with Maintenance

Wednesday, November 16, 2011

Notice is hereby given that sealed Proposals will be received per the attached specifications, at the office of the Purchasing and Materials Manager, 1300 West Laurel Avenue, Lompoc, California, until **11:00 a.m. December 13, 2011**. Proposals will not be publicly opened and read. If further information is needed, contact Ray Ambler at (805) 875-8003

Please immediately complete the Proposer Contact Information Sheet and fax to (805) 735-7628 to be added to the list to receive all clarifications and addendums. Each vendor responding to this solicitation **must submit an original and one copy** of their proposal. Proposals shall be delivered to the issuing office at the address above.

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

A handwritten signature in black ink that reads 'Ray Ambler'.

Ray Ambler  
Purchasing & Materials Manager



## **“Registered Proposer Information Sheet”**

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

1. Complete this form (print or type your information).
2. Fax the completed sheet to (805) 735-7628.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name & Title (please print)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

### Specifications

The City of Lompoc requires and the successful proposer will **furnish, deliver, and install two (2) copiers and provide full service maintenance with supplies** to serve in various departments for the life of the copiers.

	<u>Required Speed</u>	<u>Aprox. Current Monthly Volume per machine</u>
Fire Department	18-25	8,000
Water Department	18-25	5,000

#### **Copier Minimum Standards**

All Copiers supplied will be U.L. approved, energy star compliant. New copiers will include all retrofits. New copiers will not have been used since manufacture. Demonstrator copiers are considered used and are not acceptable for the purpose of this proposal.

In addition, all copiers supplied at the time of initial installation will be current models of modern technology using dry toner and in current production.

Proposers will include with their response to this RFP complete descriptive literature showing specifications of equipment offered. Literature may be submitted in the form of brochures. Literature will contain information on electrical and space requirements, as well as provide the dimensions of the copiers with and without optional features. Measurements will include their maximum widths, with finishers/sorters and paper cassettes attached.

Copiers will be able to produce clean, acceptable images using a minimum of 30% post consumer waste recycled paper made for xerographic purposes.

All services and merchandise must comply with safety orders of the California Department of Industrial Relations and Cal/OSHA (California/Occupational Safety and Health Administration.)

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

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

**Trade in:** For each department there are 2 machines available as a trade in which is identified

by brand, model no, meter reading, and age. All machines have been continuously under service warranty since purchase. While the City reserves the right to accept or not accept any trade in offer, that offer will be evaluated as part of the cost proposal.

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

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

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

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

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

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

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

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

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

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

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

**Acceptance:** Delivery is not to be considered complete until

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

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

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

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

**Invoices shall be submitted to:**

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

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

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

**Required Submittals include at least the following:**

1. All Departmental Specifications Bid Sheets with brochure for each model offered by the

- bidder
2. Manufacturer Authorization Certificate
  3. Exceptions Page listing any exception your proposal takes to the specifications.
  4. Proposal References Page
  5. Proposal Signature Form

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

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

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

Vendor Experience and Qualifications (20%):

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

Cost Proposal (30%)

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

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

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

One Week Trial Evaluations (20%)

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

The City anticipates evaluating more than one copier at a time at each location side by side. Employees will evaluate such factors as user friendliness, ease of use, including simple easy

to follow instructions for operations such as making copies, duplexing, changing paper size, collating, stapling and other tasks.

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

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

### **Other Special Terms And Conditions**

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

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

**FOB Destination:** F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination, even if freight is allowed and paid by the buyer.

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

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

**Insurance:** Please review Attachment, A which describes the insurance requirements for the prevailing vendor. Insurance should not be submitted with your proposal but must be complete and on file before award or doing work on site.

**Condition and Type:** All copying equipment must be new and unused and of the current model year. So called Refurbished equipment will not be considered.

## Specification FW Bid Form

Company Name:  
 Copier Brand:  
 Copier Model:


<b>Does your machine meet the Minimum Basic Required Features</b>			
	Your Specification	Comply (x)	Do Not Comply (x)
<b>Minimum speed multiple copies 18-25 CPM</b>			
<b>Minimum Duty Cycle 5-8,000 copies per month</b>			
<b>Specified minimum service life of copier seven years at rated volume.</b>			
<b>20 bin sorter, or Finisher/Sorter with stapler</b>			
<b>8-1/2x14" &amp; 11x17" original, Copy, &amp; Cassette &amp; large capacity cassette</b>			
<b>Reduce &amp; Enlarge</b>			
<b>ADF, RADF</b>			
<b>Sheet Bypass</b>			
<b>Surge Protector as required</b>			
<b>Department Access Codes: How many</b>	#		
<b>Triple tray feed system &amp; stand &amp; high capacity drawers</b>			
<b>Automatic\duplexing</b>			
<b>Copy and date stamp</b>			

# Specification FW Bid Form

Company Name : \_\_\_\_\_

Copier Brand: \_\_\_\_\_

Copier Model: \_\_\_\_\_

Machine Specifications - What are your machine's specs? Does it cost extra beyond the basic?			
		Yes/ No	Additional Cost
First Copy Time			
<b>Warm Up Time in seconds</b>			
<b>Automatic Paper Selection per copier</b>			\$
<b>Duty Cycle - Copies Mfgr recommends per month</b>			
<b>Mfgr Copier Life in total Years</b>			
<b>Mfgr Copier Life in total Copies</b>			
<b>Print Resolution</b>			
<b>Copy Resolution</b>			
<b>Enlargement % Maximum ratio</b>			
<b>Reduction _____ % Maximum Ratio</b>			
<b>Duplex 1:2 2:2 per copier</b>			\$
<b>Offset Stacker per copier</b>			\$
<b>Stapler Stitcher per copier</b>			\$
<b>Electronic Sorting per copier</b>			\$
<b>Grayscale Levels #</b>			
<b>Total Paper Capacity Pages</b>			
<b>Energy Saver Mode</b>			
<b>Original Count</b>			
<b>Network Upgrade Kit Complete per copier</b>			\$
<b>Complete Fax Kit Complete per copier</b>			\$

## Specification FW Bid Form

Company Name : \_\_\_\_\_

Copier Brand: \_\_\_\_\_

Copier Model: \_\_\_\_\_

Price out for us the basic machine described above. Extra price options will be selected and taxed as needed.			
Purchase Option Description			Copier Price
Purchase Price per copier described above			
Delivery & Setup Charges per copier			
Other Charges Itemize Separately per copier			
Sales Tax per copier 7.75%			
Total of all initial purchase charges per copier			
Included free full service warranty months			
Year 1 residual charges			
Full service Warranty Year 2			
Full service Warranty Year 3			
Full service Warranty Year 4			
Full service Warranty Year 5			
Full service Warranty Year 6			
Full service Warranty Year 7			
Included copies per month			
Charge per excess copy			
Evaluation Level for 84 months 8200 Copies			
Life cycle Warranty Costs			
Life Cycle Cost Seven Years			

**Required Bidder References**

List and describe fully the three Clients within the City of Lompoc performed by your firm which demonstrate your ability to provide the supplies, equipment, or services included with the scope of the bid specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications, and to require a complete list of your Santa Barbara County Clients.

Reference No. 1

Customer Name: \_\_\_\_\_

Contact Individual: \_\_\_\_\_

Phone No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Year: \_\_\_\_\_

Description of Supplies, Equipment, or Services Provided:

\_\_\_\_\_  
\_\_\_\_\_

Reference No. 2

Customer Name: \_\_\_\_\_

Contact Individual: \_\_\_\_\_

Phone No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Year: \_\_\_\_\_

Description of Supplies, Equipment, or Services Provided:

\_\_\_\_\_  
\_\_\_\_\_

Reference No. 3

Customer Name: \_\_\_\_\_

Contact Individual: \_\_\_\_\_

Phone No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Year: \_\_\_\_\_

Description of Supplies, Equipment, or Services Provided:

\_\_\_\_\_



**Required Manufacturer’s Authorization Certificate**

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

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

Authorized Factory Trained Dealer Installer Company Name

**(Manufacturer’s Please type or print)**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
NAME AND TITLE (PLEASE PRINT)

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E - MAIL ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
WEB PAGE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
DATE

Manufacturer’s Product Warranty Length \_\_\_\_\_

How long has your company been making this product? \_\_\_\_\_

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

**Required Proposal Signature Form**  
(Complete & return)

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

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

Business Name, within the City of Lompoc: \_\_\_\_\_

Business Address within the City of Lompoc: \_\_\_\_\_

City of Lompoc Business Tax License Number: \_\_\_\_\_

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

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

The following discounts will be considered in award of bid:

Discount for award of all items to your firm \_\_\_\_\_%.

Discount for payment of invoice within 20 days of receipt of invoice \_\_\_\_\_%.

**We hereby certify that:**

- That this proposal was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.
- That this proposal is genuine and not collusion or sham; and that we did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal.
- That we have not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Lompoc, or any other proposer or anyone else interested in the proposed contract; and further,
- Did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else.

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

**(Please type or print)**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
NAME OF PROPOSER

\_\_\_\_\_  
NAME AND TITLE (PLEASE PRINT)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
WEB PAGE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
DATE

# GENERAL TERMS & CONDITIONS

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

City of Lompoc  
Ray Ambler  
1300 West Laurel Ave.  
Lompoc, CA 93436  
*Phone (805) 875-8020 (7:30-11:30 only)*  
Fax (805) 735-7628

2. Proposals must be received by the Purchasing Office by **11:00 a.m. on December 13, 2011**. Copies are to be submitted in sealed envelopes in accordance with. 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. Contracts shall be awarded to the proposer whose offer is determined to be the most advantageous to the City from the standpoint of suitability to purpose, quality,

service, previous experience, price, ability to deliver, or for any other reason deemed by the Purchasing Manager to be in the best interests of the City and, as such, will not be determined by price alone and may not be the lowest proposal especially where services or other features are of utmost importance.

5. An award made to a "responsive and responsible" vendor pursuant to this solicitation is tentative and is final only upon approval by the appropriate office of the City of Lompoc and execution on behalf of the City.
6. The Department reserves the right to amend this solicitation at any time prior to the proposal due date. If it does become necessary to amend any part of this solicitation, the Procurement Officer will furnish an addendum to all registered proposers listed by the Department as having received a copy. All amendments will be identified as such and will be sent by certified mail, or, if time does not permit timely receipt by all vendors, will be transmitted by facsimile machine.
7. 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.
8. Proposals may be modified or withdrawn by written notice received at the Issuing Office before the time and date set for receipt.
9. Cancellation of solicitation/rejection of all proposals - The Department may cancel this solicitation as provided by Lompoc City Code reject all proposals submitted in response when this action is determined to be in the City's best interests.
10. A public opening of proposals will be held.
11. The Department is not responsible for any expenses incurred by Offerors in preparing

- and submitting proposals in response to this solicitation.
- 12 Proposals should be prepared simply and economically, providing a straight forward, concise description of the Offerors ability to fulfill the requirements of this solicitation.
- 13 All proposals shall be typewritten or written legibly in ink and all proposals shall be signed in ink as specified.
- 14 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.
- 15 All prices must be firm for 45 days from the date of the proposal opening & be inclusive. Upon award, prices will be in effect for the term of the contract.
- 16 The issuance of this proposal request creates no obligation on the part of the City and the City reserves the unconditional right at its option to either reject all proposals or waive any irregularities or informalities therein. Each proposer shall be in a separate sealed envelope with the proposal number, name of proposer, title of the proposal, date and time due showing on the outside of the envelope.
- 17 All prices must be firm for 45 days from the date of the proposal opening and be inclusive. Upon award, prices will be in effect for the term of the contract. Prompt payment discounts of 20 days or longer will only be considered when comparing proposals, however, if you offer any prompt payment discounts, please indicate this on your proposal.
- 18 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.
- 19 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.
- 20 All time limits stated are of the essence and must be complied with. Any proposals received after closing time stipulated will be returned unopened.
- 21 All proposers **MUST** calculate California Sales/Use Tax at the current rate in effect in Santa Barbara County as noted below. The City is obligated to pay all applicable taxes imposed in the county of receipt either to the supplier or directly to the state in the form of a Sales Tax (on the transfer of tangible personal property) or a Use Tax (on the storage, use or other consumption in California) of same.
- 22 The City has a local vendor preference. Under the Lompoc City code, in determining a lowest price, the ultimate receipt of local sales tax (1%) by the City shall be considered. The 1% local preference will not be considered on bids requiring a "Lump Sum" total (i.e. Labor Requirements, etc.) as the City does not recoup any sales tax monies from such bids. However, 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's department at 805-875-8242.



## INDEMNITY AND INSURANCE REQUIREMENTS ATTACHMENT "A"

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

**You must provide a separate endorsement naming the City as an additional insured** referencing your name and policy number. Examples of such endorsements are ISO CG 25 04 11 85, ISO CG 25 03 11 85, ISO CG 25 01 11 85. You must secure the following insurance coverage to protect the City from claims brought against the City, employees, authorized representatives, agents, or third parties.

1. **Worker's Compensation Insurance in an amount not less than \$1,000,000** per occurrence as required by State of California statutes, and employer's liability insurance (including disease coverage). Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.
2. **Automobile Liability Insurance** with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than **\$500,000 per occurrence** combined single limit for bodily injury and property damage.
3. **General Liability Insurance** including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverages. This insurance shall be on a commercial insurance, occurrence form with an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be **not less than \$1,000,000** per occurrence combined single limit for bodily injury and property damage.

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

1. The **coverages shall be primary**, and no other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.
2. The policies shall not be canceled or materially altered without **30 days prior written notice** to the City.

**The insurers utilized shall conform to the following terms:**

1. Insurers shall have at least a **"A-" policy holder's rating and an "VII" financial rating** in accordance with the most current **Best's Key Rating Guide**.
2. Vendor shall furnish the City, within ten (10) calendar days of receiving Notice of Award, or a Request for Insurance letter, and not less than two (2) working days prior to the commencement of the work, with adequate certificates of insurance and with original endorsements affecting coverage as will demonstrate that the provisions and/or requirements of this section have been complied with.