



City of Lompoc

RFP No 2642 ADDENDUM NO. 2
Landfill Metal Recycling
TODAY IS: Tuesday, December 27, 2011

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

- This Addendum changes the final date to receive proposals and may be acknowledged and returned on or before the new final date for acceptance which is January 4, 2012 at 2:00 PM.
- The complete proposal may be downloaded at <http://bit.ly/gWcp3P>
- To register and be added to the list to receive all clarifications and addendums, immediately complete this addendum acknowledgement or the Proposer Contact Information Sheet and fax to (805) 735-7628.

Ray Ambler
Purchasing and Materials Manager

Bidder's Acknowledgment: I/We the undersigned bidder hereby acknowledge this Addendum to RFP/BID No. 2642-2.

(Please type or print)

COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS

AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

DATE



City of Lompoc

RFP No 2642 ADDENDUM NO. 1

Landfill Metal Recycling

TODAY IS: Friday, December 16, 2011

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

Question:

The RFP states in Section 1.6 (Price/Cost Proposal) that the Offerors shall list its buying prices based on 9 tons (net) of Appliances and 27 tons (net) of Mixed Metals. In Section 1.2 (Project Description), it's stated that the Landfill receives approximately 800 tons annually. So, are the figures in Section 1.6 from a two-week period? What are the time frames of these figures? Is it possible to provide tonnage numbers for a period of several months?

Response:

The 800 annual tons figure in Section 1.2 is based on a 3-year average (Fiscal Years 08/09, 09/10, and 10/11). Volumes trend downward over the 3-year period.

The figures in Section 1.6 are from a single month (June 2011) and are incoming tonnages based on default weights. The main intent of these figures is to give proposers a sense of the proportion of Appliances versus Mixed Metals that the Landfill receives.

The figures below are from Fiscal Year 10/11 (July 1, 2010 – June 30, 2011). Total tonnages are from weighed, outgoing shipments; however, proportions by metal classification have been estimated based on incoming loads during the same time frame. (Incoming loads are classified differently than outgoing shipments.)

FY 10/11 Totals

Appliances:	129 tons
Mixed Metals:	409 tons
Total:	538 tons

Update

- Notwithstanding the statement in the RFP on page 21 of 21, there **will not** be "pre bid conference".
- Offerors are encouraged to conduct a site visit at the Lompoc Landfill. Please call the Solid Waste Superintendent at (805) 875-8023 to coordinate the site visit.
- The complete proposal may be downloaded at <http://bit.ly/gWcp3P>

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- To register and be added to the list to receive all clarifications and addendums, immediately complete this addendum acknowledgement or the Proposer Contact Information Sheet and fax to (805) 735-7628. This Addendum may be acknowledged and returned on or before the December 28, 2011. Thank you,



Ray Ambler
 Purchasing and Materials Manager

Bidder's Acknowledgment: I/We the undersigned bidder hereby acknowledge this Addendum to RFP/BID No. 2642-1.

(Please type or print)

 COMPANY NAME

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 ADDRESS

 AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

 CITY, STATE AND ZIP

 TITLE

 PHONE NUMBER

 E-MAIL ADDRESS

 FAX NUMBER

 WEB PAGE ADDRESS

 DATE



City of Lompoc

Request for Proposal
RFP No. 2642 – Metal Recycling
Dated: 12/8/2011

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 2:00 p.m. on December 28, 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.

Prior to submitting a proposal, offerors are encouraged to conduct a site at the Lompoc Landfill. The purpose of the site visit is to provide offerors with an overview of the metals collection/recycling area, discuss the goals of this RFP, and address questions. Attendance will be considered an indication of interest and ability to provide these services to the City of Lompoc and is highly recommended. Please call the Solid Waste Superintendent at (805) 875-8023 to coordinate the site visit.

Questions may also be submitted in writing to Ray Ambler, Purchasing and Materials Manager, and will be answered within five (5) business days by addendum sent to registered proposers.

It is the responsibility of the bidder/proposer to see that any bid/proposal submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. **A late bid/proposal will be returned to the bidder/proposer unopened.** The receiving time in the Purchasing Office will be the governing time for acceptability of bid/proposals. Bid/proposals will not be accepted by telephone or facsimile machine. All bid/proposals must bear original signatures and figures.

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

Ray Ambler
Purchasing & Materials Manager

1.0 BACKGROUND INFORMATION

1.1 Introduction

The City of Lompoc is requesting proposals from qualified firms (Offerors) that can provide scrap metal recycling services. The City agrees to sell, and Offeror agrees to purchase, all scrap metal received at the Lompoc Sanitary Landfill. Services may include, but not limited to, providing storage containers, metal processing, hauling services, removing materials (e.g., Freon, oil) from appliances requiring special handling, and recycling of the metal. The City may choose all, or some, of the services proposed by the Offeror.

1.2 Project Description

The City of Lompoc Landfill (Landfill) receives approximately 800 tons of scrap metal annually from the City of Lompoc and surrounding unincorporated areas of Mesa Oaks, Mission Hills and Vandenberg Village. Metals are dropped-off at the Landfill site by households, businesses and agencies. A metals recycling area is located on an asphalt pad where appliances and mixed scrap metals are deposited by Landfill customers. The City is a Certified Appliance Recycler and is currently responsible for the removal and disposal of all hazardous materials (e.g., Freon, oil, mercury switches) from appliances prior to them being transferred to the contractor.

Successful Offeror will provide recycling services for white goods and mixed scrap metals for the initial period of up to three years. This agreement may be extended by mutual agreement for two additional one-year periods.

1.3 Scrap Metals

The Landfill currently has two drop-off areas for the following types of metal discards: 1) Appliances, including refrigerators, freezers, washers, dryers, water heaters, and; 2) Mixed Scrap Metals, including steel, iron, copper, aluminum, zinc and nickel. The City reserves the right to include additional segregation types that are not listed herein during the term of the agreement. At the time that an additional segregation type is added to the agreement, the City will negotiate with the Offeror the price to be paid.

The City does not guarantee a minimum amount of scrap metal to be purchased/processed during the term of the contract. In addition, title to the metal shall pass to the Contractor when the scrap metal is loaded on the Contractor's vehicle and has departed the site. Upon transfer of the title, Contractor shall bear the risk of loss of the scrap metal.

1.4 Service Location

Contractor will remove scrap metal from the following location:

City of Lompoc Sanitary Landfill
South terminus of Avalon Road
Lompoc, CA 93436

1.5 Storage Containers

Offeror shall describe how they propose to contain, store and remove the metal from the Landfill. Contractor must provide the necessary size and number of containers to accommodate the accumulation of surplus scrap. The City shall retain the right to request an increase in the number of containers and/or the number of pickups.

1.6 Price/Cost Proposal

Offeror's price proposal must include the following elements:

- a) **Buying price** for City's scrap metal. Offeror shall explain the basis of its proposed buying price(s) for each classification (i.e., appliances vs. mixed metals) of the City's scrap metal. If based on a percentage of estimated buying prices from an export dealer, broker or processor, Offeror shall state the percentage, the metal market publication utilized (e.g., AMM), whether its based on the low or high estimated price, and the mechanism and frequency by which the prices will be adjusted due to metal market fluctuations. All price adjustments shall be verifiable.

Offeror shall list its buying prices for the following metal quantities sold, using the effective date of December 1st, 2011. All information above shall be included along with applicable documentation from a metal market publication if applicable.

- 9 tons (net) of **Appliances**
 - 27 tons (net) of **Mixed Metals**
- b) Applicable costs for **processing** (e.g., per ton), **storage containers** (e.g., monthly fee), and **hauling** services (e.g., flat fee per shipment)
 - c) Optional: Costs for removing materials (e.g., Freon, oil, etc.) requiring special handling from appliances (e.g., flat fee/refrigerator, etc.)
 - d) **Other** applicable costs or revenues

Unit(s) of Measurement: Metal weights and buying prices (\$/ton) shall be expressed in, or converted to, "net tons" (1 ton equals 2,000 pounds). All tonnage figures (e.g., price/ton) expressed by the Offeror will be assumed to be in net tons unless otherwise specified.

1.7 Payment(s) to City

Payment(s) shall be sent to the following address:

Solid Waste Superintendent
City of Lompoc
Solid Waste Division
1300 West Laurel Ave.

Lompoc, CA 93436

2.0 SCOPE OF WORK

2.1 City Responsibilities

City of Lompoc agrees:

- a) To provide a metals recycling area that is located on an asphalt pad and segregated into two (2) different classification areas: 1) Appliances and, 2) Mixed Scrap Metals.
- b) To grant Contractor the right to operate in said premises of the City of Lompoc Landfill herein described.
- c) To be responsible for removal and disposal of materials (e.g., Freon, oil, mercury switches) requiring special handling from appliances (e.g., refrigerators, washers, etc.), unless the City contracts with successful Offeror to provide those services.
- d) To give Contractor title to all goods, weighed and leaving the premises.

2.2 Contractor Responsibilities:

Pursuant to this contract, Contractor shall perform the following services. In consideration of the following, Company agrees:

- a) Contractor may recycle or resell the metals/materials through any channel, conditioned only on the requirement that the material may not end up in a landfill.
- b) Contractor shall utilize the Landfill scale, and payments shall be based on metal tonnages from City provided weight tickets. Invoices/payments to the City shall be made once/month (net 30 days) for the previous month's metal shipments. Invoices shall contain detailed information for each metal shipment (e.g., dates, tons, price) along with applicable supporting documentation from a metal market publication.
- c) If Offeror proposes to provide containers and hauling services, vendor shall be responsive to City's requests for a pickup and keep pace with the flow of incoming metals to the satisfaction of the Solid Waste Superintendent or his/her designee. Contractor shall strive to pick-up materials within 24-hours of the City's request, but no later than within 48-hours. Hauls will be scheduled Monday through Friday, between 7:30 a.m. and 4:00 p.m. Contractor shall always leave an empty container before hauling away a full one.
- d) If City delivers the scrap metal to the Contractor, vendor shall be capable of receiving shipments

Monday through Friday, between 7:30 a.m. and 4:00 p.m.

- e) Vendor shall maintain the metal recycling area neat and clean at all times, and keep pace with the flow of incoming metals to the satisfaction of the Solid Waste Superintendent or his/her designee.
- f) Vendor is responsible for the prevention and cleanup of spills/leaks of residual oils or fluids from discarded metal products. All spills shall be cleaned up immediately and be managed and disposed in accordance with all applicable hazardous waste laws and regulations. The Solid Waste Superintendent or his/her designee shall immediately be notified when a spill occurs.
- g) Contractor shall provide all labor and equipment necessary to perform the services offered in its proposal and as specified herein.
- h) To enter upon said premises and to operate, in all respects, in accordance with the rules, regulations and supervision of the Solid Waste Superintendent or her/his designated representative.
- i) To not impair, or hinder, the public drop-off of metal goods during recycling activities.
- j) The Contractor shall adhere to all applicable environmental, health and safety laws and regulations including, but not limited to, those promulgated by the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), Department of Toxic Substances Control (DTSC), State Water Resources Control Board (SWRCB), California Air Resources Board (CARB), and the Local Enforcement Agent (LEA) from Santa Barbara County's Environmental Health Services. Any violation issued to the Landfill for the operation of the Contractor shall be a direct violation of this contract.
- k) Contractor shall ensure that all drivers are qualified and competent employees of his/her company and are proficient in the use of all trucks and related equipment including, but not limited to, the procedures necessary to perform service in a safe manner.
- l) Contractor shall provide proof of all applicable, required safety training for this operation.
- m) Contractor shall possess, and keep in force, all licenses and applicable permits required to perform the services of this Agreement.
- n) Contractor shall equip and maintain all vehicles and equipment used under the contract in accordance with all applicable State of California Vehicle Codes, and City and County requirements contained in this proposal (e.g., insurance, qualified drivers, etc.).
- o) Contractor shall not "scavenge" metals from areas beyond the metal recycling area.
- p) Contractor shall not have metals brought to the Lompoc Landfill.

- q) Contractor shall not interact with the public. Comments or problems with the public shall be immediately referred to the Solid Waste Superintendent or her/his designee.
- r) The hours of operation shall conform to regular business hours of the Lompoc Landfill. Operating hours are: Monday through Friday, from 7:30 a.m. to 4:00 p.m., and weekends and City Observed Holidays from 10:00 a.m. to 3:45 p.m. The Contractor will not be allowed access to the Landfill except during these hours. This will be strictly enforced. The Landfill is also closed on the following major holidays: New Years Day, Martin Luther King Jr. Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- s) Too keep the work area clean and organized. During performance and upon completion of work on this 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 Solid Waste Superintendent, or his/her designee.
- t) The Contractor shall be held responsible for any breakage, loss of City's equipment or supplies through negligence of the Contractor or his employee(s) 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 Solid Waste Superintendent, or his/her designee any damages to the premises resulting from services performed under this contract.
- u) Proposer agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.
- v) Time is of the essence. Failure to start and complete all work specified within the time specified in these bid documents and your proposal shall constitute material breach of contract. Failure of successful Proposer to complete the work within the time allowed will result in damages, and for each consecutive day in excess, the Contractor shall pay to the City the sum of \$300.00 per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages which may be deducted from payment due to the Contractor if such delay occurs. City bases the liquidated damages on the cost of fines which would be applied should the Contractor not fulfill his obligations.
- w) Signature on bid verifies that Proposer has read, understands and agrees to the conditions contained herein and on all of the attachments and addenda.

3.0 PROPOSAL FORMAT

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

1. **Cover Letter and Introduction** – Must include the name, address, and telephone number of

the company, and be signed by the person or persons authorized to represent the firm. Provide a description of the company's resources and experience in the area(s) related to this RFP.

2. **Recycling Methods** – Provide a detailed description of the proposed operations and recycling methods to meet the RFP's Scope of Work.
3. **Price Proposal** – Pursuant to section 1.6 of this RFP, provide buying prices for metal and any applicable costs corresponding to the recycling services proposed.
4. **Information Required of Proposer Page** – (see attached)
5. **Completed Deviation Sheet** – (see attached)
6. **Proposer Information Page** – (see attached)
7. **Proposer References** – (see attached)
8. **Executed Contract** – (see attached)

4.0 SELECTION CRITERIA

The Scrap Metal Recycling Contractor will be selected on the basis of the following criteria:

Price Proposal (40%)

- The proposal evaluated to be in the best financial interest of the City

Services that Best Meet Needs of the City (25%):

- Services that best meet the operational needs of the Lompoc Landfill and the specifications set forth in the Scope of Work (Section 2.0) in this RFP
- Ability to comply with all applicable environmental, health and safety laws and regulations
- Any other data deemed relevant

Experience and Qualifications (20%):

- Offeror's experience, qualifications and professional capabilities
- References for current clients (see attached)

Compliance with the RFP Requirements (15%):

- Detail and completeness of proposal
- Adherence to Proposal Format outlined in Section 3.0
- The extent to which written proposal addresses items specified in Scope of Work (Section 2.0) of this RFP
- Compliance with all terms, conditions and specifications set forth in this RFP.

4.1 Discussions With Offerors

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

4.2 Contract Execution

The City anticipates execution of a contract within 90 days of RFP opening.

DELIVERABLES AND INFORMATION REQUIRED OF PROPOSER

This section must be returned with your bid.

Proposer is required to supply the following information. Additional sheets maybe attached if necessary.

1. Name of Firm _____
2. Address _____

3. Telephone No. () _____
4. Legal Organization of Firm (individual, partnership, corporation)

5. Corporation organized under the laws of the State of _____
6. List the names and addresses of all members of the firm or names and titles of all officers of the corporation on a separate form and submit with your proposal.
7. Number of years this company has been in business doing the type of work specified herein in California: _____
8. List at least three projects of similar work completed as of recent date on the attached reference sheet.
9. List the name and address of any subcontractors who will perform work in or about the project, and indicate what part of the work will be done by each subcontractor, and their California Contractors License Number.

Name	Address	Work to be Performed
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. A financial statement or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition may be required by the City.
11. Can you respond to the City's request for an unscheduled pick up within 48 hours?
() yes () no If not, how long will it take for you to respond to the City's request for an unscheduled pickup?
12. Can you provide the necessary containers to be used at the landfill to accommodate the accumulation of surplus scrap in conformance to the bid documents? () yes () no
13. Can you provide proof of all required State Safety Training for this operation?
() yes () no

List any Deviations

(Complete and return)

Proposer Name:

You must check () Deviations itemized below () No Deviations

Page Line No.

PROPOSER INFORMATION PAGE

(Complete & return)

Responding to a Request for Proposal the undersigned proposer agrees to provide professional services in accordance with the specifications.

All information submitted by proposer, including signatures, must be original. Copies will not be accepted. The representations herein are made under penalty of perjury.

We hereby certify that:

- 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_____
ADDRESS_____
NAME AND TITLE (PLEASE PRINT)_____
CITY, STATE AND ZIP CODE_____
E - MAIL ADDRESS_____
PHONE NUMBER_____
WEB PAGE_____
FAX NUMBER_____
DATE

General Terms and Conditions

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 the Procurement Officer or his/her designee. Only information communicated by the Procurement Officer or his/her designee shall be the official position of the Department. Questions regarding this solicitation must be directed in writing to the Procurement Officer or the designee; however, the Procurement Officer reserves the right to require that the vendor submit the question(s) in writing.

City of Lompoc
Ray Ambler, Procurement Officer
1300 West Laurel Avenue
Lompoc, CA 93436
(805) 875-8000
(805) 735-7628 fax

1. Proposals must be received by 2:00 pm on the date indicated on first page at the following address. They must be submitted in a sealed envelope with the bid number and the due date on the outside of the envelope. It is recommended that proposals be hand delivered. Requests for extensions will rarely be granted. Late proposals, late requests for modification, or late requests for withdrawal will not be considered.
2. Proposers must meet all mandatory requirements or the evaluation team may classify their proposal as "Not Responsive". The City may also determine that a vendor is "Not Responsible", i.e., does not have the capabilities in all respects to perform the work required. Should a proposal be found unacceptable or if a vendor is found not responsible, the offer will not be considered further.
3. An award is final only upon approval by the appropriate office of the City of Lompoc and execution on behalf of the City.
4. The City reserves the right to amend this solicitation at any time prior to the proposal due date by furnishing an addendum to all registered proposers and must be acknowledged.
5. The City may cancel this solicitation, as provided by Lompoc City Code; reject all proposals when this action is determined to be in the City's best interests.
6. The City reserves the right to accept or reject all proposals, in whole or in part, and to waive or permit cure of minor irregularities.
7. Proposals should be prepared simply and economically, providing a straight forward, concise description of the Offeror's ability to fulfill the requirements of this solicitation. The City is not responsible for any expenses incurred by Offerors in preparing and submitting proposals in response to this solicitation. All proposals shall be typewritten or written legibly in ink and all proposals shall be signed in ink as specified.
8. 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.

9. All prices must be firm for 90 days from the date of the proposal opening and be inclusive. Upon award, prices will be in effect for the term of the contract.
10. All proposals submitted should be submitted upon the attached proposer's forms, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.
11. 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.

Attachment 1**City of Lompoc, Proposer References*****Complete and Return***

List and describe fully the last three contracts performed by your firm which demonstrate your ability to provide the supplies, equipment, or services included with the scope of the 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.

Reference No. 1

Customer Name: _____ Phone No: _____

Contact Individual: _____

Address: _____

Contract Amount: _____ Year: _____

Description of Supplies, Equipment, or Services Provided:
_____**Reference No. 2**

Customer Name: _____ Phone No: _____

Contact Individual: _____

Address: _____

Contract Amount: _____ Year: _____

Description of Supplies, Equipment, or Services Provided:
_____**Reference No. 3**

Customer Name: _____ Phone No: _____

Contact Individual: _____

Address: _____

Contract Amount: _____ Year: _____

Description of Supplies, Equipment, or Services Provided:

Attachment 2**Contract and Price Agreement No _____
For the Operation of
Metal Recycling Services**

This Contract, entered into this 1st day of, _____ 2012 by and between the City of Lompoc, State of California (hereinafter referred to as "CITY", and _____ (hereinafter referred to as CONTRACTOR),

WITNESSETH:

WHEREAS, the CITY owns and/or operates the City Landfill; and

WHEREAS, the CITY has a need for special services and assistance in the area of "Metal Recycling Services"; and

WHEREAS, CONTRACTOR is qualified to perform such special services for CITY;

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

- 1. Scope of Work** Contractor shall be required to perform metal recycling services in accordance with the requirements and specifications listed in RFP 2642 at the prices listed in Contractor's proposal which is attached hereto.
- 2. Entire Agreement** Any Agreement resulting from this RFP will consist of the following documents, in order of precedence, and which shall be the entire agreement between parties:
 - a. This Agreement including Attachment A insurance Requirements
 - b. City's Request for Proposals 2642
 - c. Contractor's Proposal
- 3. Term** This Agreement shall be for a period of three (3) years and shall be subject to renewal by mutual consent for two (2) additional one-year periods, subject to revocation by the City at any time giving thirty (30) days written notice.
- 4. Payment to the City/Contractor** Payment will be made on a calendar-month basis in arrears pursuant to the terms outlined in the Scope of Work.
- 5.** In connection with any cash discount specified on CONTRACTOR'S Proposal, time will be computed from the date correct invoices are received in the CITY Finance Office. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the CITY warrant or check.

6. Termination of Contract for Cause If CONTRACTOR fails to fulfill in a timely and professional manner and obligation under this Contract, CITY shall have the right to terminate this Contract effective immediately upon the CITY'S giving written notice thereof to CONTRACTOR.

7. Changes in Scope of Work The parties hereto may modify the terms of this Contract by mutual written consent.

8. Taxes Contractor shall pay all Federal, State, and local taxes which are or may become due on the equipment inventory, or sales covered by this Agreement.

9. Venue The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara, California is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.

10. Partnership This agreement does not evidence a partnership or joint venture, and the Company shall have the responsibility for the operations of the machine(s) which are the subject of this Agreement.

11. Contractor Inspection The Company agrees that it has inspected the said premises where said machines(s) will be located and accepts said premises in their present condition, with all defects latent or patent.

12. Nondiscrimination There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by law.

13. Assignment or Transfer of Contract CONTRACTOR shall not assign, transfer, or sublet this Contract or any interest therein without the prior written consent of the CITY.

14. Insurance Requirements CONTRACTOR shall maintain in full force and in effect all of the insurance coverage described in, and in accordance with, Attachment A, "Insurance Requirements", which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by CONTRACTOR in exchange for the CITY's agreement to make the payments prescribed hereunder. Failure by CONTRACTOR to (i) maintain or renew coverage, (ii) provide the CITY notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the CITY as a material breach of this Agreement by CONTRACTOR, whereas the CITY shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by CONTRACTOR to maintain required insurance coverage shall not excuse or alleviate CONTRACTOR from any of its other duties or obligations under this

Agreement. In the event CONTRACTOR, with approval of the CITY pursuant to Section 10 above, retains or utilizes any subcontractors or sub-consultants in the provision of any services to the CITY under this Agreement, CONTRACTOR shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment A.

15. Hold Harmless CONTRACTOR shall indemnify, defend and hold CITY, its officers and employees harmless from all costs, expenses, losses and liabilities and judgments arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agent or employees, in the performance of this Contract.

16. Attorney Fees In the event of any litigation to enforce, or construe the terms of this Contract, the prevailing party herein shall be entitled to recover reasonable attorney fees and costs.

17. Contractor Inspection CITY reserves the right to inspect the work being done by CONTRACTOR at any time.

18. Risk Company shall undertake the sole risk, without liability on the part of the City, of injury, loss, or destruction to or of said machines(s) from fire, flood, or from any cause whatsoever.

19. Time is of the Essence It is understood and agreed that time is of the essence of this Contract.

20. Section Headings The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

21. Inconsistency In the event any provision of this Contract and the documents incorporated herein by reference are deemed to be in conflict, the provision in this Contract shall prevail.

22. Interpretation The terms and conditions of this Contract shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Contract.

23. Notices Any notices required pursuant to this Contract shall be served at the following addresses

<p>CITY City of Lompoc Attn. Purchasing & Materials Manager 100 Civic Center Plaza P.O. Box 8001 Lompoc, CA 93438-8001</p>	<p>Contractor</p>
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24. Understanding of the Parties. This Contract represents the complete understanding between the parties with respects to the matters set forth herein. No amendment or modification of the Contract shall be valid unless evidenced in writing and executed by the parties thereto.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Contract on the day and year first hereinabove set forth.

CITY OF LOMPOC

CONTRACTOR

Name
Title
Date

Name
Title
Date

ATTACHMENT "A"
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 provide a separate endorsement naming the City as an additional insured referencing your name and policy number. Examples of such endorsements are ISO CG 25 04 11 85, ISO CG 25 03 11 85, ISO CG 25 01 11 85.

You must secure the following insurance coverage to protect the City from claims brought against the City, employees, authorized representatives, agents, or third parties.

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

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

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

The insurers utilized shall conform to the following terms:

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

After award send insurance certificates to:

City of Lompoc Purchasing Division

1300 West Laurel Ave

Lompoc, CA 93436

Fax 805 735-7628



City of Lompoc

“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.

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

Company Name Signature of Authorized Representative

Name of Proposer Name & Title (please print)

Address E-Mail Address

Telephone Number Date

Facsimile Number Web Page Address

Contractors License Number Expiration Date

We are able to be at the pre bid conference December 18, 2011 11:00 am () Yes ()
No

Represented by _____