



City of Lompoc RFQ No. 2520 –
Substation Containment System

Dated: August 11, 2009

Notice is hereby given that sealed Request for Qualification Submittals 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 September 1, 2009. Submittals will not be publicly opened and read. If further information is needed contact Ray Ambler at (805) 875-8003.

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

Late bids/proposals 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. All bid/proposals must bear original signatures and figures.

Sincerely,

A handwritten signature in black ink that reads 'Ray Ambler'. The signature is written in a cursive, flowing style.

Ray Ambler
Purchasing & Materials Manager

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Intent

The City of Lompoc is requesting your Statement of Interest and Qualifications to construct a secondary containment structure for oil filled energized substation equipment at the City of Lompoc Electrical Receiving Station located at 1110 North D Street, Lompoc, CA 93436. This project will be awarded in a two-step process.

Step 1 RFQ - Candidates must first qualify to bid based on experience either with spill containment systems and testing or with energized substation construction experience.

Step 2 BID - The qualified contractors will then be asked to submit bids under the plans and specifications, this time submitting bonds, subcontractor lists, including prevailing wage statements. The City reserves the right to disqualify any respondent for inadequate response. The City will accept the lowest responsive responsible bid for each section of the project. The City would prefer to award to a single general contractor.

The engineers estimate for this project is \$125,000

Scope, Specifications And Drawings

The scope of this project is in a document included here by reference titled

- [2520 ContainmentSpec07-30-09_BF.pdf](#)
- [2520 BillofMaterials.pdf](#)
- [2520 Drawings.pdf](#)

This RFQ document and the specifications and drawings are available at <http://cityoflompoc.com/purchasing>

The Receiving Station Oil Containment Project Phase Two shall be completed in two stages to minimize disruption of operations and to facilitate access to isolated equipment, (So called Phase One has been completed)

Stage 1

GENERAL CONTRACTOR

Excavation of the containment "pit" and "drain trench".

INSTALLER

Installation of all containment systems, tie plumbing into existing oil/water separator system and stub out plumbing for Stage 2 . Test this portion of the containment system.

GENERAL CONTRACTOR

Backfill.

Stage 2**GENERAL CONTRACTOR**

Excavation of the containment splash shield area around oil filled equipment .

INSTALLER

Installation of all containment systems and tie into existing containment pit system .
Test this portion of the containment system .

GENERAL CONTRACTOR

Backfill. The excavation contractor will be responsible for the installation of the asphalt berm and sealing of the asphalt shield area, .

End of Stage 2

Because of the nature of this project the City will offer this solicitation to qualified contractors and installers with specialty skills in their respective areas of expertise.

Therefore, the RFQ will be broken into two distinct areas, excavation and backfill; and containment systems installation and testing. Qualified contractors may opt to provide RFQ Submittal in one or both of these areas; however, the City will select qualified contractors from each of these areas separately based on the history and experience.

GENERAL EXCAVATION CONTRACTOR The City will select "qualified" general excavation contractor to bid on performing all necessary excavations and backfill tasks. These tasks will be performed under the supervision of the city's representative and the certified liner materials installer/contractor. The General Excavation contractor will be responsible for providing all materials (including all rock materials for backfill and asphalt berm and sealing materials) and equipment specified and necessary to complete these tasks.

CONTAINMENT SYSTEMS INSTALLER The City will select "qualified" and manufacturer "certified" containment systems installer to bid on the installation of all containment systems liners, fabrics, structures, plumbing including all sealing and testing of the containment system. The installer will be responsible for providing all materials (with the exception of backfill and asphalt berm materials) and equipment specified and necessary to complete these tasks.

Special Terms & Conditions

SITE VISIT

The City recommends respondents to this RFQ to schedule a site visit to inspect equipment, and location. It is not mandatory. Contact the Substation Supervisor, Ben Feliz at (805) 736-9505 to make these arrangements.

CONTRACTOR PROJECT MANAGEMENT

The Contractor shall designate a Project Manager/Engineer for the project, who shall be the primary contact with The City's Project Manager and the primary contact for all matters.

PROJECT SCHEDULES The Contractor(s) shall prepare critical path project schedules, which clearly indicate the duration, and milestone dates of the various, significant activities required to accomplish all work for the project. These schedules shall be updated and submitted to the City when significant change(s) in the schedule become known by the Contractor.

The Work shall be subject to continuous review by the representative of the City.

All correspondence and invoicing between the Contractor and The City shall clearly identify and refer to the Purchase Order and RFQ numbers.

BID GUARANTEE/DEPOSIT

All bids during step 2 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.

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.

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.

CONTRACTOR'S LICENSE

The Contractors selected from this solicitation must possess a valid California Contractor's License Classification No. A and or D12 at time of award. Bidders must indicate their contractor's license number, classification and expiration date on their bid. If you believe another classification is appropriate submit that information and reasoning.

PAYMENT OF PREVAILING WAGES

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 of the above referenced provisions. Specifically the contractor agrees to:

- (1) Pay not less than the general rate of wages.
- (2) Submit a certified payroll weekly in accordance with the format at cityoflompoc.com/purchasing

EXAMINATION OF SPECIFICATIONS AND SITE

The bidder is expected to carefully examine the site of the proposed work, the specifications, and bid forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and to the requirements of the proposed specifications.

The City reserves the right to contract for and perform other or additional work on or near the work covered by these specifications.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

Definitions

"Qualified" means contractors / system installers with documented experience in the installation of these containment systems in an energized electrical substation environment. Only "qualified" contractors/system installers will be determined to be qualified.

"Certified" means contractors/system installers with documented experience and manufacturers certification in the installation of these containment type systems in the Technical Specifications Part 1 Par. 1.1.A.2. Only "certified" contractors/system installers will be asked to bid.

Prequalification Criteria

To be prequalified your RFQ must include and references must document:

- A background in working within an energized electrical substation
- A construction of similar containment projects.

RFQ Format

Respondents must submit documentation-indicating number of years they have worked in construction within an electrical substation, materials manufacturers certifications along with total number of square feet of specified material installed.

Submit two bound Copies and one unbound copy in the following formation to facilitate evaluation.

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.
2. Table of Contents - Clearly identify material contained in the submittal by section and page number.
3. Candidate Information History and specialization/expertise
4. Signature Page Attachment B

5. References Attachment C
6. Manufacturer's Certificate Attachment D

City's General Terms

The sole and single point of contact in the City for purposes of this SOLICITATION is the Procurement Officer. All communications are to be made solely through the Procurement Officer or his/her designee. **Do not contact any other City Employee.** Only information communicated by the Procurement Officer or his/her designee shall be the official position of the City. Questions regarding this solicitation must be directed in writing to the Procurement Officer or the designee.

City of Lompoc

Ray Ambler, Purchasing & Materials Manager

1300 West Laurel Avenue

Lompoc, CA 93436

Fax (805) 875 8633

1. The Issuing Office must receive Qualifications by 2:00 p.m. on the date indicated above. Copies are to be submitted in sealed envelopes with the project number and due date must appear on the outside of the submission envelope. It is recommended that Qualifications be hand delivered.
2. An award is final only upon approval by the appropriate office of the City of Lompoc and execution on behalf of the City.
3. The Department reserves the right to accept or reject all Qualifications, in whole or in part, and to waive or permit cure of minor irregularities.
4. A public opening of Qualifications will not be held.
5. Qualifications should be prepared simply and economically, providing a straight forward, concise description of the Offerors ability to fulfill the requirements of this solicitation.
6. All Qualifications shall be typewritten or written legibly in ink and all Qualifications shall be signed in ink .
7. 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.

8. All prices must be firm for 90 days from the date of the Solicitation opening & be inclusive. Upon award, prices will be in effect for the term of the contract.

9. All Qualifications submitted should be submitted upon the attached forms, completed and signed.

10. The issuance of this Solicitation creates no obligation on the part of the City and the City reserves the unconditional right at its option to either reject all Qualifications or waive any irregularities or informalities therein. Each submittal shall be in a separate sealed envelope with the solicitation number, name of solicitation, title of the submittal, date and time due showing on the outside of the envelope.

11. Submission of a signed submittal will be interpreted to mean that the Candidate has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.

12. 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.

13. All time limits stated are of the essence and must be complied with. Any Qualifications received after closing time stipulated will be returned unopened.

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

15. ENTIRE AGREEMENT: Any Agreement resulting from this solicitation will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:

- A) Purchase Order
- B) City's Request for Qualifications
- C) Attachment A
- D) Contractor's Submittal

16. Time of Bid Submission: Bids or Submittals shall be submitted so as to be received in the office designated in the invitation for bids not later than the exact time set for opening of bids. Lompoc City Code Section 2603.E. reads

"Bid Opening. No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for bids." The official time clock for this bid will be the U. S. Naval Observatory (USNO):

<http://www.time.gov/timezone.cgi?Pacific/d/-8/java>

Solicitations opening at 2:00 P.M. PST will be considered late at 14:00:01 PST and will not be accepted or considered. The Purchasing and Materials Manager Agent or his representative designated as the bid opening official shall decide when the time set for bid opening has arrived, and so shall declare to those present.

City Insurance Requirements

Attachment "A"

The City of Lompoc requires that you furnish and maintain current certificates of insurance for the duration and term of the 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.

The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Candidate Signature Page

Attachment B (Please complete and submit)

We hereby certify that:

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

**ORIGINAL SIGNATURES (COPIES WILL NOT BE ACCEPTED).
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 this invitation.

(Please type or print)

COMPANY NAME

AUTHORIZED REPRESENTATIVE

ADDRESS

AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

CITY, STATE AND ZIP CODE

E - MAIL ADDRESS

PHONE NUMBER

WEB PAGE

FAX NUMBER

DATE

8/11/2009 11:23 AM

References

Attachment C (Please complete and submit I)

List and describe fully 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: _____

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:

Manufacturer's Certificate

Attachment D (Please complete and submit)

AUTHORIZED INSTALLER: Candidate must be an authorized dealer installer for the manufacturer Seaman Corporation XR-5 Style 8130 and for Geotextile GTX250-EX. Bidder must supply a Manufacturer's signed authorization certification with the RFQ Submittals.

Dealer installer name & address:

Manufacturer's Statement

Manufacturer please type or print

How long has the above name company been an authorized dealer installer for your XR-5 Style 8130? _____

COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE NAME AND TITLE (PLEASE PRINT)

ADDRESS

CITY, STATE AND ZIP CODE

PHONE NUMBER

E - MAIL ADDRESS

FAX NUMBER

DATE

Registered Bidder Information sheet

Attachment E Please complete and fax back immediately

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

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

(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