



# City of Lompoc

## Addendum No. 3 to Request for Proposals No. 2537 Pipe Line Pigging THE DATE TODAY IS: Friday, January 8, 2010

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

1. This Request for Proposal has been extended to 11:00 a.m. PDT Thursday, January 21, 2010
2. Scope of Work: (Page 2 of 19) Corrected lengths of each area should be as follows:

- 8" A.C. = 650 feet
- 10" A.C. = 2000 feet
- 12" A.C. = 2851 feet
- 14" A.C. = 1028 feet
- 16" A.C. = 1100 feet
- 24' A.C. = 1278 feet

**P.V.C**

- 12" P.V.C = 1140 feet
- 16" P.V.C. = 3740 feet

3. Please replace Bid Signature Form originally received with the bid with this attached page marked "corrected Bid Signature page" (Page 8 of 19)

This Addendum must be acknowledged and returned on or before the final date to accept responses 11:00 a.m., January 21, 2010. This addendum may be returned separately from the otherwise complete response. Addendum May Be Faxed to (805) 735-7628.

Vicky DeBolt  
Buyer/Purchasing Assistant

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**Bidder's Acknowledgment:** I/We the undersigned bidder hereby acknowledge the above entitled addendum. **(Please type or print)**

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	Email Address
Phone Number	Fax Number
Date	

**Corrected Bid Signature page**

***(Complete Bid Signature Form & return in separate sealed envelope)***

Linear Feet +/-		Cost per LF	Extended
650	8" AC Pipe		
2000	10" AC Pipe		
2851	12" AC Pipe		
1028	14" AC Pipe		
1100	16" AC Pipe		
1278	24" AC Pipe		
1140	12" PVC Pipe		
3740	16" PVC Pipe		
1	Mobilization and Demobilization		
	Total of all charges	Not to exceed	

Written in words:

Proposed start date	
Proposed completion date	

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. This will only be required, if you are the selected contractor.

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

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

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

Non-California Proposers: Are you registered with the State of California as authorized to collect California State Sales Tax?  Yes  No  
 California Sellers Permit Registration No. \_\_\_\_\_ (if applicable)

The following discounts will be considered in award of bid: Discount for payment of invoice within 20 days of receipt of invoice \_\_\_\_\_%.

We hereby certify that:

- That this bid was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.



Addendum No. 2 to Request for Proposals No. 2537  
 Pipe Line Pigging  
 THE DATE TODAY IS: Wednesday, December 30, 2009

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

1. Please replace Bid Signature Form originally received with the bid with the attached one. (Page 8 of 19)
2. In some instances there is the possibility of digging up pipelines in order to launch a larger pig. Please incorporate these charges in your proposal.
3. Be sure to include the complete costs of digging up pipelines to launch a pig for any reason to complete this project. Your cost per linear foot must be all inclusive.
4. Do to the City's budget, this project may or may not be awarded in full.

This Addendum must be acknowledged and returned on or before the final date to accept responses 11:00 a.m., January 12, 2010. This addendum may be returned separately from the otherwise complete response. Addendum May Be Faxed to (805) 735-7628.

Vicky DeBolt  
 Buyer/Purchasing Assistant

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**Bidder's Acknowledgment:** I/We the undersigned bidder hereby acknowledge the above entitled addendum. **(Please type or print)**

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	Email Address
Phone Number	Fax Number
Date	

*(Complete Bid Signature Form & return in separate sealed envelope)*

Linear Feet +/-		Cost per LF	Extended
2367	8" AC Pipe		
1379	10" AC Pipe		
1864	12" AC Pipe		
1239	24" AC Pipe		
1134	12" PVC Pipe		
3876	16" PVC Pipe		
1	Mobilization and Demobilization		
	Total of all charges	Not to exceed	

Written in words:

Proposed start date	
Proposed completion date	

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. This will only be required, if you are the selected contractor.

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

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

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

Non-California Proposers: Are you registered with the State of California as authorized to collect California State Sales Tax?  Yes  No

California Sellers Permit Registration No. \_\_\_\_\_ (if applicable)

The following discounts will be considered in award of bid: Discount for payment of invoice within 20 days of receipt of invoice \_\_\_\_\_%.

We hereby certify that:

- That this bid was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.



# City of Lompoc

Addendum No. 1 to Request for Proposals No. 2537  
 Pipe Line Pigging  
 THE DATE TODAY IS: Tuesday, December 22, 2009

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

1. Can I have a basic map on lines? Maps will be provided for vendors who return the Registered Bidder Information Sheet or those who attended the Walk Through on December 16, 2009.
2. How do you want us to Chlorinate? Clean pigs and spray with Chlorine, followed by a Chlorine slug behind last pig to disposal bed at plant.
3. Who and how will the process be considered done? The pigging will be considered done by the Water Division after watching the pigging process and viewing the water quality and sizes of pigs used. If the water appears to be cleaned up some after beginning pigs are done and the outside diameter of the pig is the appropriate size to fit the main being pigged. See proposal, Contractor Responsibilities line E.

This Addendum must be acknowledged and returned on or before the final date to accept responses 11:00 a.m., January 12, 2010. This addendum may be returned separately from the otherwise complete response. Addendum May Be Faxed to (805) 735-7628.

Vicky DeBolt  
 Buyer/Purchasing Assistant

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**Bidder's Acknowledgment:** I/We the undersigned bidder hereby acknowledge the above entitled addendum. **(Please type or print)**

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	Email Address
Phone Number	Fax Number
Date	



# City of Lompoc

## Request for Proposals No. 2537 - Pipe Line Pigging

The City of Lompoc is currently soliciting proposals to Pipe Line Pigging for the Water Treatment Plant. Proposals must be received by 11:00 a.m. PDT on January 12, 2010.

PROPOSALS MUST BE DELIVERED TO: City of Lompoc  
Purchasing Division  
1300 West Laurel Avenue  
Lompoc, California 93436

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

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

**PROPOSALS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.**

Pre scheduled Project walk through is scheduled for 11:00 a.m. Wednesday, December 16, 2009. Location is Lompoc Water Treatment Plant, 601 East North Ave, Lompoc.

Vicky DeBolt  
Buyer/Purchasing Assistant  
Date: December 7, 2009  
Advertised: December 10, 2009

## Pipeline Pigging

### General Specifications

#### Scope of Work:

- A. Provide all supervision, labor, tools, transportation, material and equipment necessary to clean the main, using poly pigs and an approved poly pig procedure. Install all items required, including the poly pig launching and retrieval devices as required in this specification and the furnishing of poly pig swabs and ply pigs. Lengths of each area are as follows:

General Information:	Collection System Consists of:
<u>AC</u>	<u>PVC</u>
8" AC = 2,367 feet	12" = 1,134 feet
10" AC = 1,379 feet	16" = 3,876 feet
12" AC = 1,864 feet	
24" AC = 1,239 feet	

- B. It is the contractor's responsibility to install the equipment, disassemble the equipment and clean up and store materials at the direction of the City. Should the contractor due to negligence, etc. cause said failure; the contractor will be responsible for excavation, repairs and restoration.
- C. The principle items of service and equipment required shall include, but not be limited to the following:
1. Factory trained service personnel
  2. Pig launchers and receivers;
  3. Electronic pig tracking equipment;
  4. Pressure profiling equipment;
  5. Construction of access points are required to be supplied by Contractor.
  6. Necessary equipment to contain any chemicals or contaminants not able to be disposed of at plant.

#### References:

- A. Contractor shall submit evidence of qualifications to include a list of five (5) pigging projects of equal or greater scope. Project list shall state the following:
1. Date of project;
  2. Length of feet of project;
  3. Name of contact person;
  4. Phone number of contact person.
- B. All pigging projects must have been completed within the past three years.

Safety Code Requirements:

A. The contractor shall at all time during pipe pigging operations conform to Occupational Safety and Health Administration (OSHA) and all other applicable safety codes or standards. No additional compensation will be allowed for OSHA or other safety code standards or requirements. The contractor shall conform to traffic control requirements of the State of Ca Department of Transportation at all sites with in road way right of way.

B. The contractor shall be responsible for all traffic control on public streets, (including furnishing and maintaining regulatory and informative signs along the detour route including barricades). All lane closures must conform to the 2009 addition of the WATCH handbook.

C. All contractors must submit valid certifications of training and/or compliance with all the above.

Execution: The contractor will assist, in coordination with the Project Manager, in establishing the design of the cleaning procedure including the provision of:

- (1) Selection of starting and ending points for the cleaning process,
  - (2) Evaluation of total volume of fluids to be used and the disposal and the sources(s) of these fluids.
  - (3) Mechanical or piping adaptation to the existing piping configuration.
  - (4) Coordination and scheduling of the cleaning process to include selection of the distance and sizes of the piping to be cleaned as one procedure.
  - (5) Immediately available alternative procedures to be applied if the cleaning of the system required such remedial action.
  - (6) Coordinate with Water Treatment Plant necessary plant shutdowns
  - (7) Equipment shall be installed in accordance with manufacture's recommendations.
  - (8) Initial selection of the cleaning pigs shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system.
- A. The existing pipeline shall be cleaned free of all foreign growth, tuberculation, slurries or other matter leaving the inside periphery of the pipe as smooth and as free from irregularities as age and attrition from use will permit. The cleaning operation shall be such that the system may be immediately put back in service once the cleaning has been completed.
- B. The contractor shall conduct their operation in conjunction with the owner of the pipeline to minimize any impact to natural waterways and Hydrocarbon or other chemical effluents must be collected in tanks and disposed of according to state of California and local regulations.

- C. The contractor shall have readily available on site the manpower, equipment and materials required to track and locate any pig that may become lodged in the pipeline.
- D. Locating the pipeline is the responsibility of the owner.

Contractor Responsibilities:

- A. Supervision-There shall be on-site at all times during the work, one superintendent
- B. Contractor will install any additional piping, valves, etc. required to effectively conduct pipeline cleaning. Contractor shall utilize the "progressive method" of pipeline cleaning and be responsible to select sizes, quantities and types of pigs to efficiently clean the pipeline.
- C. The contractor may provide additional water pressure and volume that may be required to launch and propel the pigs through the pipeline.
- D. Contractor will launch the pig, monitor its progress through the pipeline, thoroughly flush the pipeline after recovering the pig, and test in accordance with the specifications.
- E. Pipeline cleaning will be repeated as necessary if the specified "C" value or flow rate has not been achieved. Pipeline will be considered clean after the specified "C" value or flow rate has been achieved in accordance with specifications or five (5) pig passes whichever should occur first. Additional passes after five (5) will be on a Time and Material basis as established prior to mobilization and listed on the Bid Form.
- F. The contractor shall furnish pig-launching equipment, which will minimize the City's need to provide for additional valving, fittings and auxiliary water supplies. Said equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system.
- G. Launching and retrieval devices shall be fabricated, designed and manufactured according to ANS1 standards and capable of withstanding working pressure of 150 P.S.I.G.
- H. Launch and receiving tubes shall be fabricated of steel pipe sized one diameter larger than the system to which it we be attached with a minimum length of 2.5 times the diameter. For poly pig launchers and receivers fourteen-inch or large, wall thickness shall be a minimum of three-eighths inch.
- I. The contractor shall maintain on site for the duration of the project, and have available for immediate use, an electronic poly pig detector with the appropriately sized cavity poly pig, for use in the system to locate areas of potential or suspected blockage and to find "lost" valves and other disparities within the system.

- J. The contractor shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types, densities and numbers of pigs and/or swabs to be used, to establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation. Tests shall include in-line velocity and volume capacity calculations and any other tests as may be required to properly and safely perform the work under this contract.
- K. The contractor shall provide radio communication and job site transportation between launching and retrieval points.
- L. The contractor shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning process about the system or to confirm existing information.
- M. The contractor shall provide for systems where disinfection is mandated or required, a plan to provide these services in compliance with all applicable AWWA standards.
- N. The contractor shall contain/direct the effluent flow from the affected system. This shall include use of hay bales or silt fences to prevent the dispersal of water and sediment from adjacent private property. The contractor shall also implement and provide a City approved methods of containing the solids/sediment generated from the pigging operation.
- O. The contractor shall provide all equipment to hoist, move or set their equipment on site.
- P. 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 applicable to the performance of its work on this project. Specifically, the contractor agrees to:
- (1) Pay all workers not less than the general prevailing rate of wages.
  - (2) Submit certified payroll in accordance with:  
<http://www.cityoflompoc.com/ManagementServices/purchasing/policies.htm>.

Coordination:

The City of Lompoc reserves the right to establish the specific order in which the work is to be completed. All cleaning and pigging shall be performed during daylight hours of 7:00 a.m. and 4:30 p.m. Scheduling of flushing, cleaning and testing operations shall be coordinated with and agreed to by the City of Lompoc or the designee.

Qualifications of Contractor: Contractor shall be familiar with all aspects of the work outlined in these specifications and shall possess an A, General Engineering Contractor license or appropriate contractor license.

**Submittals:**

In accordance with the Scope of Work and as specified herein, submit 3 (three) copies of their proposal to the Purchasing Division for review, completed detailed information, including shop drawings as required, literature, and other pertinent information relating to the installation and operation of pressure pipeline cleaning devices and appurtenances. Contractor shall provide a detailed plan outlining the following:

- A. The number, sizes and locations of the access ports required and the procedures necessary for their creations, i.e. excavations, shutdown, fittings, and valving required, temporary bypassing of flows entering the wet well, tapping sleeves and valves, traffic control and other site or system requirements that may apply.
- B. The means and methods for controlling and disposing of the solids and fluids removed from the force mains as a consequence of the cleaning and restoration to maximum flow capacity.
- C. Written contingency plans for dealing with the in line problems, i.e., blockages, "lost pigs" and system integrity problems. i.e., breaks, leaks, piping or fitting failure, are required to be submitted to, and approved by the Water Treatment Plant Division before initiating the work.
- D. The contingency plan will include means and methods for identifying the measuring changes or improvement to the flow characteristics of the force mains during and upon completion of their cleaning and restoration to the maximum flow capacity.
- E. Bid Guarantee/Deposit: All bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the City, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to said City, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption.
- F. Performance Bond: Successful bidder shall furnish within eight (8) consecutive calendar days after written Notice of Award, a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract. In the event the bidder to whom an award is made fails or refuses to perform under or to execute the contract, if required, within eight (8) calendar days from the date of receiving notification of award, the City may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award to the next lowest bidder, or may call for new bids.
- G. 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.

- H. Completed Deviations page (Attachment F)
- I. Completed Bidder Reference pages (Attachment B)
- J. Completed Bid Signature Form & return in separate sealed envelope

Selection Criteria:

The proposals will be evaluated according to the following criteria:

- A. Project Team - Similar experience, references, and qualifications of the Project Manager and other individual project team members (10%)
- B. Understanding and Approach - Clear understanding of the City's request, Scope of Services and a general approach to the work that is organized, efficient, and promote the highest quality product possible for the City (15%)
- C. Similar Experience - Demonstrated previous project experience, qualifications, and reference relevant to the type of project being considered (10%)
- D. Resources Location - Adequate resources and the ability to provide experienced professional services in an efficient manner (10%)
- E. Schedule - demonstrated ability to perform all required work within the desired project schedule (15%)
- F. Fee Summary – Acceptable cost estimate, fee summary and rate schedule to accomplish all required work (40%)

BID SIGNATURE FORM

*(Complete Bid Signature Form & return in separate sealed envelope)*

Linear Feet	Cost per Linear Foot
2,367 plus or minus of 8" AC	
1,379 plus or minus of 10" AC	
1,864 plus or minus of 12" AC	
1,134 plus or minus of 12" PVC	
3,876 plus or minus of 16" PVC	
Hourly rate for work performed after 5 pig passes	\$ Per hour

<b>Not to exceed Dollars (written)</b>	
\$	
Proposed start date	
Proposed completion date	

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. This will only be required, if you are the selected contractor.

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

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

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

Non-California Proposers: Are you registered with the State of California as authorized to collect California State Sales Tax?  Yes  No

California Sellers Permit Registration No. \_\_\_\_\_ (if applicable)

The following discounts will be considered in award of bid: Discount for payment of invoice within 20 days of receipt of invoice \_\_\_\_\_%.

We hereby certify that:

- That this bid was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.

- That 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 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 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 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 print or type

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	Email Address
Phone Number	Web Page
Fax Number	Date



INDEMNITY AND INSURANCE REQUIREMENTS  
ATTACHMENT "A"  
(Example)

The City of Lompoc requires that you furnish and maintain current certificates of insurance in the name as it appears on the purchase order 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.

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

ATTACHMENT B  
City of Lompoc, Bidder References

List and describe fully the last three contracts performed by your firm that demonstrate your ability to provide the supplies, equipment, or services included with the scope of the Proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	
Reference No. 2	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	
Reference No. 3	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	

Reference No. 4	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	
Reference No. 5	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	



## GENERAL TERMS AND CONDITIONS

1. ISSUANCE OF BID: This bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all proposals or waive any irregularities or informalities therein.
2. BID SUBMISSION: Proposals must be mailed or delivered in sealed envelope and must be labeled with the *Name of Bidder, Bid Title, and Date and Time of Opening*. Prices shall be printed or typewritten. Mistakes may be crossed out and corrections printed adjacent and initialed by person signing the bid. Bidders must complete and return the Exceptions to Specifications page of the specification page(s) in order to be considered. Bid Signature Form should be placed in a separate sealed envelope.
3. MORE THAN ONE BID: More than one bid is allowed.
4. BID VALIDITY/WITHDRAWAL: Prices shall remain valid for ninety (90) days from date of opening and be inclusive. Proposals submitted may be withdrawn by written request received BEFORE the hour set for opening. No bidder may withdraw their bid after the time set for opening.
5. QUESTIONS: Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquires to: Vicky DeBolt, Buyer/Purchasing Assistant, (805) 735-7628, v\_debolt@ci.lompoc.ca.us
6. MATERIAL SAFETY DATA SHEETS: When applicable, bidders shall conform to California Labor Code, Section 6360 and Title 8 CAC, Section 339 and 5194 and submit MSDS on hazardous substances with bid.
7. LOWEST APPARENT BIDDER SUBMITTAL REQUIREMENTS: The lowest apparent bidder may be required to submit the following:
  - a. Proof of authorized distributorship
  - b. A sample or demonstration of any product/unit offered. Samples and/or demonstration must be free of expense to the City.
  - c. City Business Tax number
  - d. PUC permit
  - e. Insurance requirements
  - f. Proof of driver training on hazardous substances
  - g. References
8. QUANTITY ADJUSTMENT: When applicable, it is mutually accepted that the quantities defined in this document reflect the approximate City requirements and may be adjusted. City may require and order or reorder more than the quantity listed here by mutual agreement with the prevailing vendor.
9. COMPLIANCE WITH LAWS: All proposals shall comply with current federal, state and local laws relative thereto, including applicable Federal and State Occupation Safety and Health laws and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.
10. CONTRACT LIMITATIONS: Any resulting contract shall be limited to all terms and conditions herein, including any general and special conditions and instructions, purchase order or other documents issued by the City.
11. NEW/UNUSED AND LATEST MODEL: Bidders shall provide pricing on new and unused items, material and/or units specified unless otherwise stated in specifications.
12. WARRANTIES: Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.
13. F.O.B. POINT AND SHIPPING CHARGES: All prices shall be quoted F.O.B. destination Lompoc, California. Any and all shipping, handling and freight charges shall be shown separately and included in the bid unless otherwise noted on bid form. If there are no shipping or handling charges itemized they are assumed to be included in the base price offer and no charges will be paid separately.
14. CANCELLATION: Any agreement resulting from an award may be canceled by either party at any time upon thirty (30) days written notice. The City may cancel any agreement WITH CAUSE within ten (10) days written notice to supplier.
15. LAWS GOVERNING CONTRACT: The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.
16. TAXES (FEDERAL EXCISE/SALES OR USE/LOCAL PREFERENCE): The City is exempt from Federal Excise Tax. All taxes, if applicable, shall be shown on bid form page. ALL TAXES: Sales, Use and Local Preference will be a consideration in bid evaluation.
17. MINORITY BUSINESS ENTERPRISES: It is the policy of the City that minority business enterprises

shall have the maximum opportunity to participate in the City's bidding requirements.

18. EQUAL EMPLOYMENT OPPORTUNITY: It is the policy of the City to promote the full realization of equal employment opportunity.
19. BID PROTEST: Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Chapter 26, Section 2642, Section 26 by calling the Purchasing Office at (805) 875-8000 or on the City's web site at: <http://www.cityoflompoc.com/ManagementServices/purchasing/protest.pdf>.
20. SELL OR ASSIGN: Contractor shall not have the right to sell, assign or transfer any obligations resulting from the award without the specific written consent of the Purchasing and Materials Manager.
21. REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS:  
Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements. The checklist of reasons for rejection as follows:
- Failure to sign bid document.
  - Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
  - Failure to provide bid security (if required and in the form and amount specified).
  - Failure to attend mandatory bidders' conference or mandatory site inspection.
  - Failure to initial price alterations for one or more items.

- Failure to provide information or other supplemental materials as specified in the RFP or bid.
- Failure to bid on all items when specifically required.

These items are self-explanatory and are applied equally and irrevocably to all vendors and their proposals. Therefore, bidders must be conscientious in fulfilling all requirements in order to have their proposals considered for award.

22. ENTIRE AGREEMENT: Any Agreement resulting from this Bid will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:
- a. Purchase Order
  - b. CITY's Invitation to Bid
  - c. Attachments
  - d. CONTRACTOR's Bid
23. TIME OF BID SUBMISSION: Bids or Proposals shall be submitted so as to be received in the office designated in the request for proposals not later than the exact time set for opening of proposals. Lompoc City Code Section 2603.E. reads "Bid Opening. No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for proposals." The official time clock for this bid will be the U. S. Naval Observatory (USNO): <http://www.time.gov/index.html>
- Solicitations opening at 11:00 a.m. PDT will be considered late at 11:00:01 a.m. PDT 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. Proposals shall not be publicly opened and read aloud.

BID BOND

Attachment C

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

KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2010

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

PERFORMANCE BOND  
Attachment D

KNOW ALL MEN BY THESE PRESENTS,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS, the City Council of the City of Lompoc, State of California, by formal action the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, awarded to said principal a contract for \_\_\_\_\_ in strict conformity with plan and special provisions, Bid No. 2537 and whereas, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Principal

\_\_\_\_\_ (Seal)

Surety

\_\_\_\_\_

Address

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

LABOR AND MATERIALS BOND  
No. \_\_\_\_\_  
**Attachment E**

WHEREAS, the City of Lompoc, State of California, and \_\_\_\_\_ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 2010, and identified as project RFP 2537 is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Lompoc to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Lompoc and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of one hundred ninety thousand six hundred dollars (\$190,600.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 5 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL SURETY

Name:	Name:
Title:	Title:
Company:	Name:
Address:	Title:
Have Signature(s) Notarized Have Signature Notarized and Attach Power of Attorney	



"Registered Bidder Information Sheet"  
 Request for Proposals No. 2537  
 Furnish Pipe Line Pigging

\*\* Proposal Closing Date: January 12, 2010 11:00 a.m.\*

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

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

(Please type or print)

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	Email Address
Phone Number	Fax Number
Date	Will you attend the pre-proposal meeting? <input type="checkbox"/> Yes <input type="checkbox"/> No