



**Request For Proposal No. 3087
Urban Forestry Services**

Bid Closing: Monday August 18, 2025, at 2p.m.

The City of Lompoc is soliciting Proposals from qualified firms to provide professional Urban Forestry Services as requested by the City of Lompoc per the attached specifications. Proposals will be received per the attached specifications, until 2:00 p.m. on August 18, 2025. Proposals shall be valid for 90 calendar days after the bid opening date.

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

**City of Lompoc
Purchasing Division
100 Civic Center Plaza
Lompoc CA 93436-5163
Attn: Theresa Hernandez, Senior Buyer**

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

To be sure that you are listed as a "Registered Bidder" and advised of any changes please complete and return the "Registered Bidder Information Sheet" today before you prepare and send your bid. Not returning the Registered Bidder Information Sheet may be a reason for disqualification.

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

Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Theresa Hernandez, (805) 735-7628, t_hernandez@ci.lompoc.ca.us. Questions must be submitted before 4:00 pm on August 6, 2025.

Thank you,

Theresa Hernandez

Senior Buyer

Ph.: (805) 875-8020

t_hernandez@ci.lompoc.ca.us



“Registered Proposer Information Sheet”
Request For Proposal No. 3087
Urban Forestry Services

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To stay informed of any changes or modifications to this bid, please print your information and fax the completed sheet to (805) 735-7628 or email to t_hernandez@ci.lompoc.ca.us

(Please type or print)

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

Purchasing Division
 100 Civic Center Plaza, Lompoc, CA 93436
 Phone: (805) 875-8020 • FAX: (805) 735-7628
www.cityoflompoc.com

BACKGROUND

The City of Lompoc is located where California Hwy 1 and Hwy 246 meet: Fifty-five miles Northwest of Santa Barbara and ten miles Southeast of Vandenberg Air Force Base. Rolling hills surround the Lompoc Valley in the north, south, and east. The Pacific Ocean is 9 miles to the west. The Santa Ynez River (dry most of the year) runs east to west through the valley. A chaparral forest with sandy soil, named Burton Mesa, runs to the north.

Lompoc weather is broadly defined as a cool Mediterranean climate that is typical to most coastal areas in Southern California. In Lompoc, the summers are short, comfortable, dry, and mostly clear and the winters are cold, wet, windy, and partly cloudy. Over the course of the year, the temperature typically varies from 40°F to 72°F and is rarely below 32°F or above 82°F.

URBAN FORESTRY

The Urban Forestry Division maintains nearly 13,000 trees located in the public right-of-way and in City parks. The division also oversees the maintenance of numerous open space areas throughout the city including public planters and medians. Examples include the flowerbeds in old town Lompoc, the landscaping along the "V" street/Olive Avenue flood channel, the medians along "H" Street and "D" Street, and some of the landscaped areas along Central Avenue.

PROJECT DESCRIPTION

This RFP is intended to describe a multi-year "full service" non-exclusive Urban Forestry Services from an Independent Contractor including all labor, equipment and materials to provide structural trimming/pruning with picture documentation, Parks and Street Divisions tree pruning, palm tree trimming, utility line clearance to P.U.C. Standards, tree removal, tree planting, emergency removal, clean up and disposal of hanging limbs, or damaged or down trees. The City has approximately 9,5000 Right of Way trees and 1,000+ private trees with electric or Right of Way conflicts.

As part of their bid, bidder must provide a "Deviations" page for any exception(s) taken to the scope of work. If exception(s) are not noted, the City will assume the bidder will meet all requirements and assume full responsibility to meet the specifications.

The City will award this contract based on the lowest responsive and responsible bidder complying with all the provisions of the Request for Proposal, provided the bid price is reasonable, and it is in the best interest of the City to accept it.

TERM OF CONTRACT

The term of the agreement shall be for a two-year period, with an option to extend for two additional one-year terms upon written consent of both parties. The additions will be at the same terms and conditions as the original agreement.

After twenty-four (24) months of this agreement, upon written request (with a letter of cost justification) by the CONTRACTOR, and agreement by the CITY, the item prices may be adjusted by an amount not to exceed the increase or decrease in the "CPI ALL Urban Consumers Index" during the previous twelve (12) months. The percentage increase or decrease, in the "previous twelve months" shall mean the twelve (12) month period ending June 20th of that year, or if not available, the prior month.

NOTICE OF REGULATED COMMUNICATION RULE

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

"No Proposer or Bidder shall initiate, engage in, or continue any communication to or with any elected official, and no elected official shall initiate, engage in, or continue any communication to or with any Bidder or Proposer, concerning or touching upon any matter which is the subject of a competitive procurement within the scope of their Section except as permitted in their Section."

BID SECURITY/DEPOSIT

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

- a. Bid Bond: All bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the City, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to said City, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption.

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

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

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

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

SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

Contractor must respond line by line to each requirement. Identify the paragraph line number in your response

1. Services to Be Provided. The work shall consist of trimming trees for routine maintenance, vehicle and pedestrian clearance, structural tree trimming, tree removal, stump grinding, utility clearance, and tree planting. Emergency work such as cleaning up of downed trees and removal of hanging limbs is included. Contractor shall have a biologist available to conduct wildlife surveys in trees and to be able to provide a written report.
2. The services to be performed by contractor shall consist of tasks as set forth in the specifications. The specifications are incorporated herein by reference. The Specifications and this Agreement do not guarantee any specific amount of work.
3. Required Qualifications. Proposer must hold a current State of California Contractor's License C-49, Tree and Palm Contractor, at time of proposal submittal. This license shall remain current and in good standing for the duration of this contract, including any subsequent contract extensions.
4. Proposer must have satisfactorily completed at least five (5) separate and individual Southern California municipal tree trimming projects in the last five (5) years or provide evidence of comparable projects. Each project shall be of comparable size to the scope of this project.
5. Proposer must have full-time, permanently employed staff trained and certified in the tree maintenance industry. Contractor must submit a Quality Control Plan at the time of proposal submission. The Quality Control Plan shall provide contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. This will include the staffing of an arborist, certified through the International Society of Arboriculture (ISA) for the entire length of the contract as Site Supervisor (certification required), certified tree workers & certified utility tree trimmers as crew members. Contractors shall adhere to the M.B.T.A. (Migratory Bird Treaty Act).
6. Contractor must submit current OSHA certification of all aerial devices and the most recent California Highway Patrol Commercial Vehicle Inspection Report to be used during this project at the time of proposal submission.
7. Contractor must submit most current Safety Manual meeting SB198 requirements for injury and illness prevention, at time of proposal submission.
8. Bidding Contractor shall have a minimum of five (5) years' experience and shall provide a minimum of three references of related work completed within the last three years. Their information will be used in the overall evaluation of the bids.

9. Please answer the following questions regarding your company's experience:
- a. Does your company possess at least five (5) years' experience in performing work of this nature?
 Yes No
- b. Do the references provided indicate this experience? Yes No

10. Pruning Standards and Specifications.

a. All work shall conform to current Pruning Standards of the Western Chapter ISA and these specifications. In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.

b. Contractor shall comply with the most current standards of CAL OSHA, American National Standard Institute (ANSI) Z133, and International Society of Arboriculture (ISA) A-300.

c. Contractor shall provide and post "No Parking" signs 72 hours in advance of the work and distribute written notices to affected residents of the pending work. Notices shall be printed on both sides, English and Spanish.

d. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced supervisor in tree trimming operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. Contractor shall exercise such precautions as necessary when working adjacent to aerial and subterranean utilities.

e. All work with aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work shall not commence until the City's Electric Utility Division has provided a proper clearance. Work shall then commence in accordance with instructions from the City's Electric Division. In all work that causes excavation, the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

f. No hooks, gaffs, spurs on climbers will be used by anyone employed for such trimming.

g. Any vine plant growing on the trees shall be removed to ground level.

h. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

i. Unless otherwise provided, trees are to be trimmed block by block, subject to the instructions of the Urban Forestry Supervisor or his authorized representative.

- j. Contractor shall maintain at least one (1) Bi-lingual English/Spanish speaking foreperson, on-site at all times.
- k. When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut or when the work on the affected tree is complete.
- l. Topping shall not be done without prior approval of the City.

11. Specifications for "Street Tree Trimming".

a. Trees shall be trimmed to provide a minimum clearance of fourteen to fifteen (14-15) feet over the roadway and eight (8) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights.

b. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

12. Specifications for "Structural Tree Trimming".

Structural tree trimming will be performed on a "Special Request" basis only.

a. The Contractor will be given specific locations for Structural trimming in writing by the Urban Forestry Supervisor or prior to any work being performed.

b. Trees designated for Structural trimming shall be trimmed, shaped and thinned.

c. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and eight (8) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide a safe, structurally sound appearance.

d. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close ½-inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage evenly. No more than 1/3 of the foliage shall be removed in any single trim.

13. Specifications for "Palm Tree Trimming". Standard trim: remove all dead and live fronds so that the remaining healthy fronds are existing at an upward 30-degree angle in relation to a horizontal plant at the head of the palm tree. All frond sheaths shall be removed along the entire length of the tree.

14. Specifications for "Tree Removal". Trees to be removed will be marked in a manner determined by the Urban Forestry Supervisor. Only those trees so marked shall be removed by the Contractor.
 - a. Trees shall be removed in a manner consistent with industry practice with the primary emphasis on the safety of the public and the protection of adjacent property. Stumps shall be ground to a minimum of twenty-four (24") inches below the level of the adjacent ground. Holes shall be filled with resulting mulch, plus additional topsoil if necessary, and raked level with the adjacent ground. All wood, debris and excess mulch shall be removed, and the surrounding area shall be raked and/or swept clean.

NOTE: If stump grinding does not follow within the same workday as removal, a safety barricade shall be placed and maintained over the stump until the stump grinding is complete.
 - b. The Contractor shall be responsible for contacting Underground Service Alert (USA) at 811 or Dig Alert Express on line at <https://www.digalert.org/digexpress.html> for the locating of underground utilities prior to stump grinding operations.
 - c. A chemical stump treatment may be required prior to stump grinding.

15. Specifications for "Electrical Line Clearance and Wildfire Mitigation (City Owned Electric Utility)". Electrical Line Clearance and Wildfire Mitigation work will be determined, outlined, and inspected by the Urban Forestry and/or Electric Division Supervisors.
 - a. Work for the purposes of Electrical Line Clearance or Wildfire Mitigation shall be performed by qualified Electrical Line Clearance Arborists. These projects shall have two Electrical Line Clearance Arborists on site for the duration of the work. Prior to the beginning of any projects, the contractor shall provide evidence of all training and current certifications that qualify the Arborist to perform Electrical Line Clearance operations.
 - b. Tree type, growth habits, environmental conditions, and current ANSI Z133-2017 (any updates to this standard shall apply) shall be considered for all Electrical Line Clearance work to achieve, at minimum, a three-year trim cycle.
 - c. Contractor must provide before and after photos of all Electrical Line Clearance work, including work for the purpose of Wildfire Mitigation, at the end of each day.

16. Specifications for "Planting". Planting trees includes staking and installing ties, trunk guards, and root barriers (only when specified), to maximize tree health and survival. Provide trees and all materials and labor necessary for a complete and proper installation. New trees are to be installed in accordance with APWA Standard plans for Public Works construction details 520-2 and double staked per 518-2 double.

17. Specifications for "Emergency/On Call Work".

a. The Contractor shall be required to provide emergency/on call response to hanging limbs, wind damaged or downed trees. This may be at night, weekends and/or holidays including storm conditions. The Contractor will be given specific locations and the work to be done at each location via telephone call or e-mail from a City authorized representative. The Contractor shall be required to give an appropriate starting date and time and report back to the City Representative before and after completion of the work specified.

b. The Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of two (2) contact individuals within one week of award of contract. Should the phone number or contact person change during the course of the contract, those changes must be provided to the City. In the event the Contractor cannot be contacted or fails to respond a penalty of \$1,000 per incident will be deducted from future Contractor work or the City may choose to cancel the Contract.

c. The Contractor shall be required to provide all traffic control required during his emergency operations. Should the work involve any high voltage lines the Contractor shall be required to notify the City's Electric Division in advance of any work performed.

d. Work performed under the emergency provision of this contract shall be paid for on a time and material basis. This shall include all labor, tools, equipment, disposal fees and materials necessary for doing the emergency work. The contractor shall supply a list of manpower and equipment rates to be charged and a markup percentage for materials and other costs. This list is to be supplied with the proposal.

18. Schedule of Work and Hours of Operation.

a. The Contractor shall, prior to commencing work, will be provided a work schedule indicating the order and location of work.

b. The general hours of operations shall be 9:00a.m. to 3:00 p.m. on major streets and 7:00a.m. to 4:00 p.m. on residential streets, with respect to any chipping, cutting, or other operations generating harsh or unusual noise. Days of operation shall be Monday through Friday. No work shall be performed on Sunday except during emergency situations.

c. In addition, the Contractor shall meet with the City's representative before scheduled work begins in the Urban Forestry Division office. The purpose of the meeting is to review the week's work, receiving special instructions and to discuss any problems that may be encountered on the job.

19. Clean Up.

a. Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

b. Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned. The Urban Forestry Supervisor or his authorized representative shall be the sole judge as to the adequacy of the cleanup.

c. Each day's scheduled work shall be completed and cleaned up. **No brush, leaves, debris or equipment is to be left on the street overnight under any circumstances.**

20. Examination of Site Work. This signed agreement will be considered prima facie evidence that the Contractor has carefully examined the site of work, the proposal and this agreement, and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and as to the requirements of this agreement.

21. Disposal of Materials. All tree branches, brushes, tree trunks, and other materials produced as a result of the Contractor's operations under this contract become the property of the Contractor and will be reduced, reused, recycled, and/or transported to the Landfill. High quality mulch may be accepted by the City for use in their Wood Waste Utilization Program.

22. Inspection. The Urban Forestry Supervisor, or his designated representative, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials and equipment used and employed in the work. The inspection of the work shall not relieve the Contractor of any obligation to fulfill the contract and/or complete the project described. Defective work shall be made good, notwithstanding the fact that the Urban Forestry Supervisor may have previously overlooked such defective work or his designated representative and accepted for payment.

23. The Contractor will supply public notice of the Tree Trimming Program with final approval by the Urban Forestry Supervisor or his designated representative.

24. Billing. Billing is to be by address and include tree species, caliper, variety (Botanical and Common), trim date, condition and appropriate data acceptable to the Urban Forestry Supervisor. This shall be supplied via email attachment as a Tree Inventory Management Software Program along with one(1) hard copy.

25. Invoices. Invoices shall be emailed to ap@ci.lompoc.ca.us or two (2) copies of each invoice mailed to City of Lompoc, Finance Accounts Payable, 100 Civic Center Plaza, Lompoc CA 93436.

26. Pictures Documentation. Contractor is to supply, at no cost to the City, representative pictures of "Before and After" trimming that are suitable for reproduction when requested by the City.

27. Traffic Safety Program.

a. Contractor shall conform to all City of Lompoc and CalTrans Traffic Safety requirements and operating rules at all times while this contract is in effect.

b. Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. All traffic safety equipment must be approved for use, by the City, prior to use.

c. A traffic control plan will be submitted to the Urban Forestry Supervisor ten (10) days prior to starting work. Illuminated arrow boards, sign stands, delineations and/or cones shall be used to identify work site for vehicular and pedestrian safety.

28. End of Day and End of Project Performance Measures. Contractor is responsible for notifying, via email or text message, the Urban Forestry Supervisor of work completed, i.e. locations, tree type, etc., at the completion of each workday. At the completion of each project, the Contractor shall supply the Urban Forestry Division with a written report of work completed and is to include all pre & post work inspection notes.

29. The City will also require help with annual Christmas Tree Disposal Services for a period of approximately two weeks throughout the City of Lompoc. Historic hours have been about 80 crew hours per year (two-member crew, Chipper and disposal) as requested by the Solid Waste Superintendent.

30. The City of Lompoc reserves the right to adjust quantities required under any agreement that arises from this solicitation. The Urban Forestry Supervisor will determine these adjustments relative to the needs of the City of Lompoc.

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

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

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

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

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

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

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site.

APPRENTICESHIP EMPLOYMENT STANDARDS. Attention is directed to the provisions in Sections 1776 and 1777.5 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

One of the legal requirements for working on a public works project is the employment of apprentices. The Division of Apprenticeship Standards provides assistance to contractors in employing apprentices on public works sites. The Contractor or any subcontractor that is determined by the

Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, <http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

HOURS OF WORK. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.

PAYROLL RECORDS. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week; and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Contractor shall perform all work in strict accordance with all Federal, State, and local regulations. Contractor shall also obtain all permits required for the performance of the work outlined in these specifications. Plans and specifications shall meet requirements of the current California Building Code and Federal Americans with Disabilities Act.

DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS. In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

SAFETY. Job site safety, both during and after working hours, is the sole responsibility of the Contractor. The Contractor, their employees and subcontractors shall be familiar with and comply with all applicable safety regulations and guidelines. The Contractor shall also provide for and ensure public safety around the site both during and after work hours. This shall include the provision of traffic control for the work site.

CONTRACTOR'S EQUIPMENT. The Contractor shall provide all necessary equipment, tools, and appurtenances for the timely completion of the work. Contractor's equipment shall be in complete and safe operating condition and shall be appropriately maintained and operated during the project.

SCHEDULE. Work shall begin no later than seven (7) days after notice to proceed (NTP).

PAYMENT. Payment will be made according to the unit price schedule in the contract based on the actual unit quantities expended as determined by the OTR. Payment for lump sum items shall be made only upon satisfactory completion of the entire task.

PUBLIC WORKS. The City of Lompoc is a public agency. Contracts exceeding \$1,000 with the City are considered "Public Works" when they include services for construction, alteration, demolition or repair work, and maintenance services.

Contractor and subcontractor(s) must register with the California Department of Industrial Relations (DIR) and that before :

- a. Their project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- b. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- c. The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.
- d. Contractors shall promptly notify the City in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work. Contractors will post a copy of the determination of prevailing rates at the job site(s).

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

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

LABOR COMPLIANCE; STOP ORDERS. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting

from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City.

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

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

AUTHORITY OF THE CITY. Subject to the power and authority of the City as provided by law in their contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under their contract. The City shall decide the questions which may arise relative to the fulfillment of the contract or the obligations of the contractor there under.

Discount offered for payment of invoice within 20 days of receipt of invoice _____%.

INDEMNIFY AND HOLD HARMLESS. The Contractor shall indemnify and hold harmless the City and all officers and employees thereof connected with the work, from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in construction of the work; or by or on account of any act or omission by the Contractor or their agents during the progress of the work or at any time before its completion and final acceptance.

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

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

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

COST PROPOSAL

The cost proposal will be evaluated on the basis of this estimate of first year work. Years one and two will be based on this proposal. Cost proposals should be provided separately in a sealed envelope. Indicate company name, RFP number and "Cost Proposal" on outside of envelope

Description	Unit Cost
Tree Trimming - Programmed Grid Tree trimming with picture documentation for all trees	\$
Washingtonia robusta (Mexican Fan Palm)	\$
Syagrus romanzoffiana (Queen Palm)	\$
Tree Removal w/Stump Removal	
Removal costs - Less than 20' feet in height	\$
Removal costs – 20'-30' in height	\$
Removal costs – 30'-40' in height	\$
Removal costs - Over 40' in height	\$
Other Services	
Emergency Work weekends, nights and storms On per hour rate basis. Indicate hourly rate	\$
Biologist hourly rate	\$
Emergency Work Holidays. Indicate hourly rate	\$
3-man crew hourly rate for Line Clearing	\$
Christmas Tree Disposal Services, two week period. Two member crew, Chipper and disposal. Indicate hourly rate	\$
The following discounts will be considered in award of bid: Discount for payment of invoice within 20 days of receipt of invoice	%
COOPERATIVE PURCHASING: The successful proposer may agree to extend all terms and conditions to other tax-supporting agencies upon their request. These agencies will issue their own purchase order and be billed directly by supplier. Vendor's agreement or disagreement must be stated and will not affect proposal evaluation.	<input type="checkbox"/> Yes <input type="checkbox"/> No

The City of Lompoc reserves the right to adjust quantities to this contract. The Urban Forestry Supervisor will determine these adjustments relative to the needs of the City of Lompoc.

EVALUATION CRITERIA. Proposals will be evaluated on the basis of:

- a. **Suitability of the Services outlined (30%).** Services proposed to meet the needs of the City including:
 - i. Standard Urban Forestry Services Proposed
 - ii. Quality Control Plan
 - iii. Safety Manual and Plan
 - iv. Cal OSHA Compliance
 - v. Emergency Response Ability
 - vi. Tree Inventory Data Base Proposed
 - vii. Extra Services Proposed
- b. **Cost (30%)**
 - i. Actual Service, Equipment and Maintenance Costs
 - ii. Financial Terms and Conditions
 - iii. Payment discounts
- c. **Vendor Experience and Qualifications (30%)**
 - i. Qualifications and capabilities of the vendor and its personnel
 - ii. References for current clients
 - iii. Municipal Experience
 - iv. Staffing Credentials
- d. **Compliance with the RFP requirements and process specified in this section (10%):**
The extent to which written proposal addresses line items specified in Scope of Services section of this request, cost and merits of the proposed work program.

PROPOSAL EVALUATION. The City may, at any time, waive or modify any element of the request for proposals and/or any evaluation criterion. If so stated in the request for proposals, selection may be made, without negotiation, solely on the written submittals. If negotiation is elected, the City may negotiate with one or all offerors that the City determines have a reasonable chance of selection, based on price and other factors stated in the solicitation.

BASIS OF AWARD

The City will award this contract based on the Lowest Responsive and Responsible Bidder: The bidder who fully complies with all the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in this bid package.

The City of Lompoc reserves the right to reject any or all proposals received.

QUALIFICATIONS OF CONTRACTOR

Contractor shall be familiar with all aspects of the work outlined in these specifications. The bidder to whom their quotation or bid is awarded must possess a valid California Contractor's License c-49 or other appropriate license as approved by the City at time of award. Bidders must indicate their contractor's license number, classification, and expiration date on their bid.

CONTRACTOR'S LICENSE:

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

PROPOSALS

Format and Requirements:

Your proposal should specifically address the following topics in the same order as presented. Please refrain from submitting general marketing materials which do not explicitly serve this purpose. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

A. Cover Letter of Interest Introducing your firm, including the principal place of business and the name, phone number, email address, and address of your contact person. Please limit Cover Letter / Executive Summary to 1 page. Please confirm receipt of any/all addenda.

B. Firm's Qualifications, Experience, and Resources

1. A summary of your firm's experience with respect to the required arbor care services.
2. A general description of your company and the professional staff. How long has this business been operating in Santa Barbara County? If the company has operated in Santa Barbara County under a different name, please list all names and when the name was changed. If multiple branches exist, how many and over what geographical area?
3. A discussion of the primary factors you believe the City should consider in selecting an urban tree care company.
4. Personnel Resources:
 - i. Responsible Personnel Identify and include a brief resume of the principal of your company who will be primarily responsible for the service provided to the City.
 - ii. Staffing For the City of Lompoc operation, list how many full-time and part-time employees are on the payroll.

Provide documentation: i.e., current employee listing, etc. to support the fact that the urban tree care company is sufficiently staffed to provide personnel to adequately meet the requirements of this proposal.

iii. Accounting Staff: Describe how invoicing and accounting are handled, i.e., if multiple branches, where these services are performed.

Proposer is required to provide a relevant list of client references. A minimum of three references for similar services for any local government clients within the last three years must be provided. References shall contain the account name, date range and type of service(s), and contact name and number.

1. **Questions of References.** References will be asked to rate vendor on a scale of 1-5, with 5 being the best, on the following areas:
 - a. Did vendor have the knowledge, experience, equipment, etc. to perform work for your Agency?
 - b. Did vendor strictly adhere to all Standards and/or Specifications of the job?
 - c. Were safety standards or requirements followed?
 - d. Was the job completed on time and on budget?
 - e. Would you rehire their vendor for additional work in the future?
 - f. How would you rate their vendor overall?

DESIGNATION OF SUBCONTRACTORS

Please designate the name and location of the place of business, as well as the CSLB Classification of each subcontractor who will perform work or labor or render service to the prime contractor on their job:

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

CITY BUSINESS TAX LICENSE

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

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

Proposal Submission:

To be considered, all proposals must be submitted in the manner set forth in the RFP. It is the Responder's responsibility to ensure that its/their proposal arrives on or before the specified time. Proposers shall Submit one (1) original copy marked "ORIGINAL", one (1) copy, and one (1) flash drive in a sealed envelope marked **RFP No. 3087 Urban Forestry Services, Attn: Theresa Hernandez, Senior Buyer** on or before bid Closing Time and Date.

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered in the absence of a hard copy sealed proposal. Proposals received after the scheduled submittal deadline will be returned. Proposals postmarked prior to submittal deadline, but received after the deadline, will be returned.

Question and Answer Period: All questions regarding this Request for Proposal (RFP) shall be submitted via email to Theresa Hernandez, Senior Buyer, at T_hernandez@ci.lompoc.ca.us PRIOR to Wednesday August 6, 2025, at 4:00 PM. Any questions submitted after the deadline shall be rejected.

Closing Date, August 18, 2025 at 2:00 PM**BID INSTRUCTIONS AND SUBMISSIONS:**

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

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

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

SCHEDULE OF DATES

Proposed Calendar which is subject to change	Date
Release RFP No. 3087	07/21/25
Bid Advertising Lompoc Record	07/30/25
Last day for Questions / Clarifications / Corrections	08/06/25 @ 4PM
Closing Date for Request for Proposal	08/18/25
Notice of Intent to Award *	08/28/25

* Tentative Date

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

Relative to supplying labor and material and for their bid: The undersigned agrees to perform the work, therein described, in accordance with the attached specifications, instructions, and conditions, in the time, form, and manner provided by law at bid price herein.

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

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

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

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

CONTRACTORS AFFIDAVIT

(Complete and return)

We hereby certify that:

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

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

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

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



BID BOND

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

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ as Principal,

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

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

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

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

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

EXECUTED their _____ day of _____ 2025

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 THEIR BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE SURETY.



BIDDER REFERENCES
(Complete and return)

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

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



B Attachment

PUBLIC WORK – PREVAILING WAGE JOB

(Complete and return)

The City of Lompoc is a public agency. Contracts exceeding \$1,000 with the City are considered "Public Works" when they include services for construction, alteration, demolition or repair work, and maintenance services. The City has requested a quote or has contracted for the following project:

RFP No. 3087 – Urban Forestry Services

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

- Their project is subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code Section 1771.4.
- All contractors and subcontractors must furnish electronic certified payroll records as specified in Labor Code Section 1776 directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Contractors shall promptly notify the City in writing about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work. Contractors will post a copy of the determination of prevailing rates at the job site(s) as prescribed by Title 8 California Code of Regulations section 16451(d).

The Contractor's attention is directed to the payroll records requirement of Labor Code Section 1776, and Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The District requires hard copies of these records for verification, prior to making related payments to the contractor (there is in addition to the electronic reporting required by the DIR).

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

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

RFP No. 3087 Urban Forestry Services

List any Subcontractors you intend to use for the Project:

Company Name		Contact Name
Address		
Telephone	Fax	Email
Contractor License Number	Designation	DIR Registration Number

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

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

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

Representative Signature		Date
Print Name		Title
Company Name		Email
Address		
Telephone		Fax
Contractor License Number	Designation	DIR Registration Number

Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/public-works/publicworks.html>.

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



GENERAL TERMS AND CONDITIONS

1. **ISSUANCE OF BID:** Their bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all proposals or waive any irregularities or informalities therein.
2. **BID SUBMISSION:** Proposals must be mailed or delivered in sealed envelope and must be labeled with the ***Name of Bidder, Bid Title, and Date and Time of Opening***. Prices shall be printed or typewritten. Mistakes may be crossed out and corrections printed adjacent and initialed by person signing the bid. Bidders must complete and return the Exceptions to Specifications page of the specification page(s) in order to be considered.
3. **MORE THAN ONE BID:** More than one bid is not allowed.
4. **BID VALIDITY/WITHDRAWAL:** Prices shall remain valid for ninety (90) days from date of opening and be inclusive. Proposals submitted may be withdrawn by written request received BEFORE the hour set for opening. No bidder may withdraw their bid after the time set for opening.
5. **QUESTIONS:** Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Theresa Hernandez, Senior Buyer, (805) 735-7628, t_hernandez@ci.lompoc.ca.us.
6. **LOWEST APPARENT BIDDER SUBMITTAL REQUIREMENTS:** The lowest apparent bidder may be required to submit the following:
 - a. Proof of authorized distributorship
 - b. A sample or demonstration of any product/unit offered. Samples and/or demonstration must be free of expense to the City.
 - c. City Business Tax number
 - d. PUC permit
 - e. Insurance requirements
 - f. Proof of driver training on hazardous substances
 - g. References
7. **QUANTITY ADJUSTMENT:** When applicable, it is mutually accepted that the quantities defined in their document reflect the approximate City requirements and may be adjusted. City may require and order or reorder more than the quantity listed here by mutual agreement with the prevailing vendor.
8. **COMPLIANCE WITH LAWS:** All proposals shall comply with current federal, state and local laws relative thereto, including applicable Federal and State Occupation Safety and Health laws and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.
9. **CONTRACT LIMITATIONS:** Any resulting contract shall be limited to all terms and conditions herein, including any general and special conditions and instructions, purchase order or other documents issued by the City.
10. **WARRANTIES:** Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.

- 11. F.O.B. POINT AND SHIPPING CHARGES:** All prices shall be quoted F.O.B. destination Lompoc, California. Any and all shipping, handling and freight charges shall be shown separately and included in the bid unless otherwise noted on bid form. If there are no shipping or handling charges itemized, they are assumed to be included in the base price offer and no charges will be paid separately.
- 12. CANCELLATION:** Any agreement resulting from an award may be canceled by either party at any time upon thirty (30) days written notice. The City may cancel any agreement WITH CAUSE within ten (10) days written notice to supplier.
- 13. LAWS GOVERNING CONTRACT:** The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.
- 14. TAXES (FEDERAL EXCISE/SALES OR USE/LOCAL PREFERENCE):** The City is exempt from Federal Excise Tax. All taxes, if applicable, shall be shown on bid form page. ALL TAXES; Sales, Use and Local Preference will be a consideration in bid evaluation.
- 15. MINORITY BUSINESS ENTERPRISES:** It is the policy of the City that minority business enterprises shall have the maximum opportunity to participate in the City's bidding requirements.
- 16. EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of the City to promote the full realization of equal employment opportunity.
- 17. BID PROTEST:** Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Title 3, Chapter 3.36.170 by calling the Purchasing Office at (805) 875-8000 or on the City's web site at: <https://www.cityoflompoc.com/home/showdocument?id=656>
- 18. SELL OR ASSIGN:** Contractor shall not have the right to sell, assign or transfer any obligations resulting from the award without the specific written consent of the Purchasing and Materials Manager.
- 19. REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS:**
- a. Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements. The checklist of reasons for rejection as follows:
 - b. Failure to sign bid document.
 - c. Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
 - d. Failure to provide bid security (if required and in the form and amount specified).
 - e. Failure to attend mandatory bidders' conference or mandatory site inspection.
 - f. Failure to initial price alterations for one or more items.
 - g. Failure to provide information or other supplemental materials as specified in the RFP or bid.
 - h. Failure to bid on all items when specifically required.

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

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

- a. Purchase Order
- b. CITY's Invitation to Bid
- c. Attachments
- d. CONTRACTOR's Bid

22. TIME OF BID SUBMISSION: Bids or Proposals shall be submitted so as to be received in the office designated in the request for proposals not later than the exact time set for opening of proposals. Lompoc City Code Section 2603.E. reads "Bid Opening. No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for proposals." The official time clock for their bid will be the "The Official NIST US Time": <https://www.time.gov/>

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



INDEMNITY AND INSURANCE REQUIREMENTS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

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

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

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

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

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

Please send insurance Certificates to:

City of Lompoc, Purchasing Division
100 Civic Center Plaza
Lompoc CA 93436-5163
Fax: (805) 735-7628 or via email to
t_hernandez@ci.lompoc.ca.us

For more information, please call (805) 875-8020