



## **CITY OF LANCASTER**

**RFP NO. 836-25**

### **E-Waste Transportation and Recycling Services and Special Event Collections**

SUBMISSION DEADLINE

**September 9, 2024**

**BY 11:00 A.M.**

SUBMIT TO:

Office of the City Clerk

RFP 836-25 Electronic Waste Transportation and Recycling Services and Special Event Collections

Lancaster City Hall

44933 Fern Avenue

Lancaster, CA 93534

For questions concerning this RFP contact by e-mail:

Purchasing Department: [bidinquiries@cityoflanasterca.org](mailto:bidinquiries@cityoflanasterca.org)

**REQUEST FOR PROPOSALS (RFP) FOR  
ELECTRONIC WASTE TRANSPORTATION AND RECYCLING SERVICES**

**INTRODUCTION**

The City of Lancaster (the “City”) is requesting proposals for electronic waste transportation, recycling services, and special event collections in accordance with this Request for Proposals (RFP). The selected Vendor will provide a product that best meets the requirements listed in Exhibit A.

The City has provided electronic waste recycling services to City residents and businesses since 2015. Residents may drop off electronic waste at the e-waste recycling center 5 days a week between 8:00 A.M. and 3:30 P.M. All e-waste collected is stationed at the recycling center and made ready for collection.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it can supply a service to achieve the City’s objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

## **INSTRUCTIONS TO VENDORS**

### **QUESTIONS REGARDING THIS RFP**

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted in writing to [bidinquiries@cityoflancasterca.org](mailto:bidinquiries@cityoflancasterca.org) prior to 11:00 A.M. Friday, August 16<sup>th</sup>, 2024.

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Vendor.

### **CLARIFICATION STATEMENTS**

For clarification purposes, the words “Vendor”, “Vendor”, “Supplier”, “Company”, “Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be read to be one and the same. The words “Bid”, “Quote”, and “Proposal” shall be read to be one and the same. “City of Lancaster” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

### **NO CONTACT POLICY**

After the date and time established for receipt of proposals by the City, any contact initiated by any Vendor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Vendor from this procurement transaction.

### **PROPRIETARY MATERIAL**

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information’s use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

### **COMPLETION OF PROPOSAL**

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected

if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statement made by a Vendor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Vendor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Vendor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Vendor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

## **PROPOSAL FORMAT AND CONTENT**

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

### 1. Proposal

The proposal shall not exceed a total of 12 single-sided, 8.5" x 11" pages. An intended form of agreement should be included as an appendix. Include one (1) original and three (3) copies of the Proposal in your submittal package. This Proposal must be submitted as a 'hard copy.'

### 2. Transmittal Letter

The proposal shall be transmitted to the City with a cover letter describing the Vendor's commitment and ability to supply the proposed service. The letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address, telephone number, and email address of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the Vendor to negotiate a contract with the City shall sign the cover letter.

Address the cover letter as follows:

City of Lancaster  
Purchasing Department  
44933 Fern Avenue  
Lancaster, CA 93534

Also include in the transmittal letter the legal name of the firm, the year established, the firm's address and telephone number.

### 3. Signature Sheet

This sheet is provided in this RFP. Complete every line of this document and include it in your Proposal package.

### 4. Understanding of Requirements

This section of the proposal shall clearly convey the Vendor understands the City's requirements, and its ability to meet overall requirements outlined in Exhibit A, and Insurance Requirements located in Sample Agreement, Exhibit B.

In the response, please be sure to describe your qualifications and experience as an electronic waste recycler. Provide your CEWID#. Also, please list in detail the collection services to be provided and provide a list of materials accepted. Please describe in detail the final destination/markets for collected items. In addition, address the following:

- Will any of the items collected be recycled or reused?
- How are collected hard drives to be handled
- List any materials which are sent to landfill, or sent overseas for processing

### 5. References

Include at least three references (name, company name, email address, and current phone number) from organizations currently using the Electronic Waste Transportation and Recycling Services. Preferred references would include cities or counties using the proposed service at a similarly sized facility.

### 6. Pricing

Include a pricing schedule which clearly shows items, prices (per lbs.) and any charges for services.

- Cost How much would be paid (charged) to the City of Lancaster for recycling the materials described above? The payment (charge) should include all costs (recycling, labor, equipment, transportation, etc.).
- Please provide pricing information as follows:
  - Commodities for which the City will be paid
  - No fee commodities
  - Commodities for which the City will have to pay

### 7. Other

List any other information that might aid in our selection.

## 8. Agreement

Include as an appendix to the proposal, an intended form of Agreement for the Electronic Waste Transportation and Recycling Services.

## 9. California Levine Act Statement

Include as a signed document if applicable information applies to bid per California Government Code Section 84308.

## **ERRORS AND OMISSIONS**

If prior to the date fixed for submission of Proposals, a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested vendors may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all vendors who have furnished or requested an RFP.

If vendor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the vendor, or an error that reasonably should have been known to the vendor, vendor shall submit its Proposal at his/her own risk, and if vendor is awarded a Contract, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

## **ADDENDA TO PROPOSAL**

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Vendors. Such Addenda shall also be posted on the City's website. Vendor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement.

## **EXECUTION OF PROPOSAL**

The full name, business address, zip code, and business telephone number (with area codes) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Vendor shall ensure that the Proposal is signed by an authorized signatory.

No stamped or facsimile signatures will be accepted.

An individual submitting a Proposal shall sign and give his/her name and address.

A partner shall sign for a partnership and the names, titles, and addresses of all partners shall be given. A joint venture shall meet the same requirements.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles, and addresses of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney or corporate resolution is attached.

### **WITHDRAWAL OF PROPOSAL**

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Consultant or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

### **PROPOSALS BECOME THE PROPERTY OF THE CITY**

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right to make use of any information or idea contained in the Proposal.

Vendor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

### **EVALUATION OF PROPOSALS**

A committee of at least three staff shall evaluate all Proposals. All Proposals shall be reviewed to verify that the Vendor has met the minimum requirements as stated in this RFP. Proposals that do not meet minimum content or quality standards, do not provide references, or take unacceptable exceptions to the RFP will be rejected as non-responsive.

Proposals will be evaluated on the following criteria:

- Responsiveness to the requirements – 10%
- Overall quality of the proposal – 10%
- Satisfaction of previous clients – 10%
- Proposed cost to provide services – 70%

The most highly qualified Vendor shall then enter into exclusive negotiations with the City to formalize the Agreement. If the City cannot reach an agreement regarding the terms, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until the City can reach an agreement with a qualified Company.

## **REJECTION OF PROPOSALS**

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Vendor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Vendor to perform, and the Vendor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy the City that the Vendor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

## **AWARD OF CONTRACT**

Award of Contract or rejection of Proposals will be made by the City within ninety (90) calendar days following the Proposal due date, at which time the City will work with the Successful Vendor to develop the implementation plan and timeline. The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Vendor whose Proposal best complies with the requirements of this RFP. The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.



## **CONTRACT TERM**

The total term of the Agreement may extend for a period of three (3) years with two (2) one-year extensions. The Agreement may be extended for additional terms upon mutual agreement in writing by both parties. Should the option to renew for additional terms be exercised, the City and the Vendor may negotiate any and all pricing increases and term length. Any decrease in costs to Vendor shall be passed through to the City.

## **CONTRACT DOCUMENTS - PRECEDENCE**

In submitting a Proposal, the Vendor agrees to enter into an Agreement with the City.

In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- Addenda, if any
- City Request for Proposals
- Vendor's Response to the Request for Proposals

## **EXECUTION OF AGREEMENT**

After notification of intent to award Contract, the following Contract documents shall be signed and returned to the City within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Vendor.

- A. Two (2) originals of the Agreement in the form agreeable to both parties, properly executed by the Vendor.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit B.

No Agreement shall be binding upon the City until all documents are fully executed by the Vendor and the City.

## **FAILURE TO EXECUTE THE AGREEMENT**

Failure to execute the Agreement and furnish the required insurance, within the required submittal period shall be just cause for the recession of the award. If the successful Vendor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Vendor.

## CANCELLATION

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

## ADMINISTRATIVE CONTACT

Any questions regarding contractual terms and conditions, proposal format, Overall System Requirements, or Insurance Requirements shall be directed to:

City of Lancaster  
Purchasing Department  
[bidinquiries@cityoflancafterca.org](mailto:bidinquiries@cityoflancafterca.org)

## DUE DATES

All Proposals are due by 11:00 (10:59:59) A.M. on September 9, 2024. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place by the time specified in this RFP. Any late Proposals shall be returned unopened.

## SCHEDULE OF EVENTS

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

<b>Event</b>	<b>Date</b>
RFP Distribution	August 6, 2024
Last Day to Submit Questions	August 23, 2024
Last Day to Issue Addendum	August 30, 2024
Proposal Due Date	September 9, 2024
Proposal Evaluation by Committee	September 16 – September 20, 2024
Negotiation / Selection Process	September 23 – October 4, 2024
Notice of Intent to Award	October 10, 2024

## **Exhibit A – Statement of Work**

### **Statement of Work**

This section describes the services sought by the City of Lancaster, CA for electronic waste recycling, transport and special collection events.

### **Description of Services**

The City of Lancaster is seeking proposals from approved recyclers for the transportation and recycling of Covered Electronic Wastes (CEWs) and Universal Waste Electronic Devices, collectively known as e-waste. The City seeks a company that is an Approved Collector in the Covered Electronic Waste (CEW) Recovery and Recycling Payment System.

### **Tasks:**

The services to be performed under the Agreement will include the following tasks and any modifications agreed to during the contract negotiation process. The Proposer shall include responses to each Task category below to be included in the evaluation of the Proposals.

**Materials Accepted** - At a minimum the contractor shall be required to accept all E-waste (CEWs and UWEDs), including but not limited to: computer monitors, laptop computers, TVs, console TVs, projector TVs, flatscreen TV's and broken CEW's , Printers/Copiers/Fax/Scanners, CPU's, PDA, Cell Phones, Servers, keyboards, answering machines, AC units, cable boxes, camcorders, cameras, CD players, DVD players, copiers, duplicators, electronic typewriters, fax machines, hard drives, modems, microwave ovens, pagers, printers, radios, remote controls, scanners, stereos, tape players (cassette and 8-track), telephones, solar panels and VCRs.

Furthermore, Proposer should detail any restrictions on acceptance.

**Containers** - The successful Proposer shall provide containers for collection of e-waste. The Proposer may choose to designate the type of containers to be placed at the City of Lancaster Maintenance Yard. However, the containers should not exceed the dimensions of a 40 yard roll off container 22 ft. long by 8 ft. wide by 8 ft. height.

**Truck Loading** - The successful Proposer shall work with recycling center staff, who will load successful Proposer's trucks. In the proposal, detail any specific truck loading requirements. Should a Proposer be proposing to load their own trucks, the "cost" (or reimbursement reduction) for loading must be indicated separately from other services. If a Proposer will not allow City's staff to load trucks, this must be clearly stated in proposal.

**Scheduling** - The successful Proposer shall work with City of Lancaster Environmental designated staff, who will schedule all pickups. Proposer should indicate in its proposal the necessary lead time for pickups. Proposer should indicate a preference for on-call or regularly scheduled pickups and flexibility for on-call pickups.

Reporting - The Agency shall provide all necessary collection log cover letters, collection logs, and CEW transfer receipts. The successful Proposer shall provide a copy of the Bill of Lading and a certificate of recycling for each shipment with monthly payments. Proposer shall provide downstream chain-of-custody reports.

The Proposer shall provide monthly collection reports that at a minimum detail the following:

- Collection date:
- Item
- Item Description
- Quantity
- Weight
- Rate
- Dollar Amount

Payments – Payments shall be made monthly, and full payment is expected within 30 days.

Recycling Process - Proposer shall describe the recycling process for CEWs and UWEDs for all component parts.

Downstream Vendors - Proposer shall provide a list of vendors that will receive materials from Agency's CEW's and UWED's and describe what form they receive the material and in what form that material is when transferred to the next vendor. Be sure to cover all component parts.

Special Events – The City of Lancaster holds a number of special e-waste collection events each calendar year. At these events members of the public bring e-waste for recycling. At these events the Proposer shall furnish all personnel, collection containers and transport, to collect, pack and remove e-waste from the premises after the event.

Preference will be given to Proposers who have obtained environmental, health and safety certifications and who uphold the highest social and environmental standards in their business practices. Preference will be given to Proposers that:

- Have an Environmental Management System in place,
- Be certified as meeting the E-Stewards standard of the Basel Action Network (BAN), or similar standard.
- Follow the principles of the Basel Action Network (BAN) E-Stewards standard.

**The Proposer shall:**

Receive and process all materials in the 'as-is' condition, with no guarantees or warranties as to the value or functional, usable condition of the materials. Material may be mixed and require separation prior to processing.

Separate the materials into their base commodities for economic recycling/recovery/disposal. Actual processing methods for individual materials will depend on the type of electronic scrap received and the current end markets for the units or recovered materials

Use best efforts to recycle all equipment, materials and any elements, metals, plastics, chemicals and/or compounds, particularly hazardous substances thereof, and to minimize landfills and/or incineration disposal of equipment and/or materials.

Have all licenses and permits required by local, state and federal agencies.

Represent, warrant and covenant that all material that is not recovered, refurbished, repaired or recycled by Vendor will be properly disposed of, and that such disposal will, at a minimum, be in compliance with and will not result in liability under all Environmental Laws and any and all other local, state or federal, regional or country laws, regulations or requirements of any kind relating to the disposal of materials.

The Vendor shall take title to and sole custody of the electrical equipment when the task of loading has been completed and the shipping papers have been approved and signed by a User Department representative.

Provide a process that destroys the function of all received assets (e.g. memory devices) that are not resold as to render the value from function negligible and the part unusable and un-repairable, and assures that no data on any media can be recovered.

Agree to keep appropriate written records of its material management at its processing facility in order that Purchaser may, if upon request, audit those records to insure that such materials were handled, stored, labeled, shipped and disposed of properly.

List each facility and transporter to be used in fulfilling this contract, and identify whether each facility is contractor-owned and operated.

At the City's option, pick up un-usable electronic equipment at the City's facilities The City reserves the right to drop off equipment at the contractor's or designated contractor facilities or designated subcontractor. The City may add pickup locations as needed.

**Pick up location:**

City of Lancaster Maintenance Yard, 615 West Avenue H, Lancaster CA 93534. The Recycling Center is staffed Tuesday through Saturday from 8:00 am to 3:30pm.

EXHIBIT "B"

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and \_\_\_\_ (the "CONTRACTOR").

RECITALS

WHEREAS, OWNER desires to engage CONTRACTOR to perform certain technical and professional services, as provided herein, identified as:

**<PROJECT/SERVICES DESCRIPTION>**

WHEREAS, the principal members of CONTRACTOR are qualified and duly registered/licensed under the laws of the State of California, and CONTRACTOR desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER:                   City of Lancaster.
- B. CONTRACTOR:       (company name)

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER                   Public Works Director  
                              City of Lancaster  
                              44933 North Fern Avenue  
                              Lancaster, California 93534

CONTRACTOR   (Name, Title)  
                      (Company name)  
                      (address)  
                      (city, state zip)

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign

any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONTRACTOR’S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

- First: This AGREEMENT consisting of \_\_\_ pages
- Second: Request for Proposal – Enter RFP # & Name of RFP Here
- Third: The CONSULTANT’S Proposal

6. **Description of Work.** OWNER hereby engages CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services” attached hereto as Exhibit “A”. CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The Public Works Director or his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Public Works Director, or his or her designee.

7. **Obligations of the OWNER.**

A. The City shall pay Contractor for special events as set forth in Exhibit A, and Contractor shall pay the City for commodities as set forth in “pricing/payments” in Exhibit A for all work necessary to complete the Services and for all materials, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.

B. No payment made hereunder by OWNER to CONTRACTOR, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONTRACTOR of its obligations under this AGREEMENT.

8. **Obligations of the CONTRACTOR.**

A. Contractor shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

B. Contractor shall be responsible for payment of all employees’ wages and benefits, and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance, and Social Security.

C. Contractor shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.

10. **Hold Harmless and Indemnification.** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONTRACTOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONTRACTOR agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.

11. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Public Works Director and CONTRACTOR.

12. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

13. **Termination for Convenience.** The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONTRACTOR will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

14. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONTRACTOR fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONTRACTOR fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period



of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONTRACTOR to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONTRACTOR. Upon such termination, CONTRACTOR shall be paid an amount equal to the contract amount, less the cost of hiring another CONTRACTOR to complete CONTRACTOR's services. In the event no new CONTRACTOR is employed, CONTRACTOR shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONTRACTOR, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

15. **Independent Contractor.** CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

16. **Insurance.**

A. (1) The CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

<b>Commercial General Liability</b>	
Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
<b>Commercial Automobile Liability</b>	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
<b>Workers Compensation</b>	
As Required by the State of California	Statutory Limits
<b>Employer's Liability</b>	

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<b>Professional Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. For General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.

C. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

G. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the OWNER insured entities.

H. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the OWNER insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this AGREEMENT was in effect.

J. CONTRACTOR shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER insured entities.

L. Certificates of Insurance must be deposited with the OWNER for all coverage required by this contract. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the OWNER.

(2) List in the “Descriptions of Operations/Locations/Vehicles/Special Items” section:

**<PROJECT/SERVICES DESCRIPTION>**

City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

(3) List in the “Certificate Holder” section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

M. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONTRACTOR.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONTRACTOR’S insurance coverage shall be primary insurance as respects the OWNER’s insured entities.

17. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its Public Works Director or his or her designee, has issued the notice to proceed.

CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER’S notice to proceed.

18. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONTRACTOR, then CONTRACTOR shall be entitled to an extension of time equal to said delay, subject to the OWNER’S right to terminate this AGREEMENT pursuant to Section 14.

B. CONTRACTOR shall submit to OWNER a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. OWNER shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

19. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONTRACTOR in the course of performing the work required by this AGREEMENT shall be the property of the OWNER. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONTRACTOR under this AGREEMENT shall, upon request, be made available to OWNER without restriction or limitation on their use.

20. **Data Provided to Contractor.** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in the Scope of Services.

21. **Contractor's Warranties and Representations.**

CONTRACTOR warrants and represents to OWNER as follows:

A. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.

B. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

22. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

23. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A"        Scope of Services

Exhibit "B"        Payment Clause

24. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

25. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER  
LANCASTER, CALIFORNIA

By: \_\_\_\_\_  
Trolis Niebla, City Manager

Dated: \_\_\_\_\_

COMPANY NAME

By: \_\_\_\_\_  
NAME/TITLE

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Andrea Alexander, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CONTRACT SUBMISSION APPROVAL:

\_\_\_\_\_  
Department He

**SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 836-25.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Vendor hereby certifies that it has:

- Read each and every clause of this RFP.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Vendor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: \_\_\_\_\_

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

Fed ID No: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

To receive consideration for award, this signature sheet must be returned with the Proposal.

## California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Lancaster official from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision is rendered.

The Levine Act also requires a Lancaster City official who has received such a contribution to disclose the contribution on the record of the proceeding.

Current Lancaster City Council Members are listed at:

<https://www.cityoflancasterca.org/government/city-officials/city-council-copy>

Current Planning Commissioners are listed at:

<https://www.cityoflancasterca.org/government/commissions-appointments/planning>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any Lancaster City Council Member or other city official in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

\_\_\_ YES     If yes, please identify the Council Member(s)/city official(s):

\_\_\_ NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any Lancaster City Council Member or other city official in the 12 months following any Council action related to your proposal or application?

\_\_\_ YES     If yes, please identify the Council Member(s) /city official(s)::

\_\_\_ NO

Answering yes to either of the two questions above does not preclude the Lancaster City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Company/Applicant Name