



REQUEST FOR PROPOSAL

**RENTAL OF CHRISTMAS TREE LOT
FOR 2011 SEASON**

BID NO. 971-0512-11F

BID DUE DATE: TUESDAY, JUNE 7, 2011, 2:00 P.M.

CHRISTMASTREELOTRENTALRFP-11

I. GENERAL CONDITIONS

1. General Information - The Economic Development Department of the City of Antioch will receive at its office located at City Hall, 200 "H" St., Antioch, CA 94509 by 2:00 p.m. on June 7, 2011, proposal responses for City of Antioch Proposal No. 971-0512-11F. Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms will be available and may be secured by prospective bidders at the office of the Economic Development Department. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

If you downloaded this Request for Proposal from the City of Antioch's website, www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm, it is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date (or you may contact the Economic Development Department at 925-779-6168).

2. Form of Bid - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Fax or phone bids are not acceptable.

3. Interpretation of Bids - Should a bidder find discrepancies in, or omissions from, the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the City of Antioch a written request for an interpretation thereof prior to the bid opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

4. Addenda - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

5. Bid Openings - Bids shall be delivered to the Economic Development Department of the City of Antioch on or before the day and hour set for the opening of bids in the published Notice to Bidders. Each bid shall be enclosed in a separate sealed envelope bearing the description of the bid, the bid number, the name of the bidder, and the date and hour of the bid opening. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

6. Late Bids - Any bids received after the scheduled time of opening will be clocked in, but they will not be opened or considered.

7. Award or Rejection - The bid will be awarded to the highest responsible bidder. The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid.

8. Terms and Conditions - The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.

9. Assignment - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

10. Warranty - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid.

11. Timely Delivery - Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

12. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

13. Termination for Default - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

14. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the

resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

15. Equal Opportunity - The City of Antioch requires any vendor who receives business from the City to adhere to the Equal Opportunities in Employment guidelines as set forth within Federal and State guidelines. By signing and submitting a proposal for this contract to the City the vendor certifies to adhere to said guidelines.

25. Business License – The City of Antioch requires that any vendor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided. If required, the awarding vendor must contact the Business License Representative at (925) 779-7059 for more information or an application.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California.

27. Questions relating to this bid should be directed to Brian Nunnally, Economic Development Department, City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, (925) 779-6168.

II. DETAILED SPECIFICATIONS

PROPERTY FOR RENTAL

The City of Antioch invites proposals for the rental of one (1) City-owned vacant lot for the purpose of Christmas tree sales. The lot is located at the northeast corner of Delta Fair and Century Boulevards; see attached map. Should the successful bidder wish to rent the lot for use during the Fall season for sales associated with pumpkins, the City is asking vendors to propose the extended rental dates as an alternate. All checks shall be mailed to the City of Antioch Finance Department, P.O. Box 5007, Antioch, CA 94531.

It is the vendor's responsibility for the use of electricity and water. The City does not maintain this area and the vendor is responsible for connectivity of both utilities, repairs, and any permits for repairs. It is recommended potential vendors visit the site to inspect current conditions.

BID PROCESS

The City of Antioch invites vendors with experience in Christmas tree sales to submit sealed proposals to the City of Antioch Economic Development Department. Proposals can either be mailed to P.O. Box 5007, Antioch, CA 94531, or hand-delivered to 200 "H" St., Antioch, CA, 94509, no later than 2:00 p.m. on June 7, 2011. The minimum accepted bid shall be Ten Thousand Dollars (\$10,000.00). The contract will be awarded to the highest responsible bidder no later than two calendar weeks from the due date, or June 21, 2011. The successful vendor shall be required to obtain an Antioch Business License prior to occupancy. Please include at least two (2) references with your

proposal.

RENTAL PERIOD

Rental for the period outlined in these specifications shall be from November 1, 2011 through February 1, 2012. A deposit of 25% of the rental amount (for each year) is due and payable to the City of Antioch by 5:00 p.m. on October 3, 2011, (and each year thereafter, unless a different due date is negotiated) with the remainder due and payable prior to occupancy.

The City is also interested in extending this contract up to two additional years, if agreeable by both parties.

At the time the contract is awarded, the successful bidder shall provide the City of Antioch with proof of liability insurance coverage to protect and hold harmless the City of Antioch and indemnify its employees. The minimum amount of coverage shall be \$1,000,000.

CLEANUP OF PROPERTY

The vendor shall be required to remove all evidence of Christmas tree sales (and/or pumpkins) including stands, fencing, trailers, unsold trees and other material associated with the sale of Christmas trees by the end of the term. To ensure compliance, the vendor shall provide the City of Antioch with a Cashier's check or money order in the amount of Two Thousand Dollars (\$2,000.00) in addition to the 25% deposit, prior to occupancy. These funds will be used to clean the lot if the vendor fails to adequately clear the lot of debris associated with his/her operation. The vendor will be billed for time and materials related to cleanup costs and refunded any remaining funds, or billed if additional costs are incurred. The lot shall be vacated and cleared by the end of the rental agreement period. There shall be no barnyard animals allowed on the premises as an attraction/petting zoo. The deposit shall be returned once the lot is found to be in satisfactory condition upon inspection by a City representative.

NO ASSIGNMENT

The successful vendor may not assign, sublease or otherwise allow occupancy or use of the property by any other person/s or group.

TREES TO THE CITY

The vendor shall provide the City of Antioch, free of charge, eight (8) trees: seven (7) white flocked Christmas trees, and one (1) green tree treated with an approved fire retardant for use in City owned facilities. Size of trees to be determined by the Director of Public Works but not to exceed 8' in height. The vendor shall also provide, at no cost to the City, up to 10 smaller trees, minimum height 4', for the City to distribute to families in need in the community. This shall occur each year of the contract.

TREE RECYCLING

The vendor shall be provided with information relating to the City of Antioch's tree

recycling program and shall notify purchasers of the program. The vendor may take unsold trees to the City's authorized tree recycling locations consistent with the dates and times of operation.

RFP Process Schedule

- 5/12/11 - Mail Request for Proposal
- 6/7/11 - Proposal close date, 2:00 p.m.
- 6/14/11 - Letter of Intent to Award mailed
- 6/21/11 - Contract Award

Required with Proposal

- 1. Rental Amounts Sheet (Page 7)
- 2. References (2)
- 3. Contract Extension Information:
 - A. Begin in September
 - B. Second/Third Year Extension

RETURN THIS PAGE WITH YOUR PROPOSAL

III. Bid Work Sheet - Proposal No. 971-0512-11F - Due 6/7/2011, 2:00 p.m.

To The City of Antioch:

In compliance with the attached notice inviting sealed proposals, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to Contract Property Rental for Christmas Tree Sales as herein described in accordance with the special provision therefor, and agrees to enter into a contract therefor, at the listed rental amounts.

Property Rental for Christmas Tree (and/or Pumpkin) Sales, located at Delta Fair and Century Boulevards:

<u>Year Season</u>	<u>Contract Dates</u>	<u>Proposed Rent</u>
2011 (Pumpkins/Trees)	9/1/11 - 2/1/12	_____
2011 (Trees Only)	11/1/11 - 2/1/12	_____
2012 (Pumpkins/Trees)	9/1/12 - 2/1/13	_____
2012 (Trees Only)	11/1/12 - 2/1/13	_____
2013 (Pumpkins/Trees)	9/1/13 - 2/1/14	_____
2013 (Trees Only)	11/1/13 - 2/1/14	_____

Company Name _____

Contact Name _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ FAX _____

E-mail Address _____

Signature _____ Date _____

Directions to City Hall: From Highway 4, take the "A" St. exit and follow "A" St. north until it becomes W. Second St. City Hall is located on W. Second St. between "G" and "I" Streets. The Economic Development Department is located on the Third Floor of City Hall, 200 "H" St.

Send via mail (sealed) to:

OR

Deliver via courier (sealed) to:

City of Antioch Economic Development
Proposal No. 971-0512-11F
P.O. Box 5007
Antioch, CA 94531-5007

City of Antioch Economic Development
Bid No. 971-0512-11F
200 "H" St.
Antioch, CA 94509

LATE BIDS WILL NOT BE ACCEPTED – NO EXCEPTIONS!!

CITY OF ANTIOCH

INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

Lessee shall 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (for lessees with employees).
3. Property Insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|--|-------------|---|
| 1. General Liability:
(including operations, products,
and completed operations) | \$1,000,000 | per occurrence for bodily injury, personal
injury,
and property damage. If Commercial General
Liability Insurance or other form with a general
aggregate limit is used, either the general
aggregate limit shall apply separately to this
project/location, or the general aggregate limit
shall be twice the required occurrence limit. |
| 2. Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |
| 3. Property Insurance: | | Full replacement cost with no coinsurance
penalty provision. |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as insureds with

respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.

2. The Lessee's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, and volunteers shall be in excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) day's prior written notice has been provided to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by entity.

Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

For further information, please contact the City Attorney's office at (925) 779-7015 or the Economic Development Department at (925) 779-6168.

Brian Nunnally, Economic Development Department

PREVAILING WAGES

Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedules are obtainable from the City's Engineering Department.

It shall be mandatory upon the contractor to whom the contract is awarded, and his subcontractors to pay not less than the established prevailing rate of wages to all workers employed by the contractor or said subcontractors in the execution of the contract.

The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any subcontractor under him shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any subcontractor under him. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1776 of the Labor Code of the State of California shall be complied with by the Contractor. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

EQUAL OPPORTUNITIES IN EMPLOYMENT

The contractors and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is required to submit policy statements: Affirmative Action and Equal Employment Opportunity (EEO). The Contractor and all Subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

APPEALS AND REMEDIES

Any actual or prospective bidder, offeror, or contractor that has a grievance in connection with any City solicitation or award of contract may protest to the department soliciting the subject bid request, the City Manager or City Council. Protestors are urged to seek resolution of their complaints initially with the using department. All protests shall be submitted in writing. The protest shall be submitted within five (5) working days after protestor knows or should have known of the facts supporting protest, but not later than the award of bid.

In the event of such protest, the using department involved shall not proceed with the solicitation or award of contract until a determination is made to settle the dispute. All disputes shall be settled in the best interest of the city. This determination may be granted by using department, City Manager, or City Council. If protestor is in agreement with decision made at any staff level below City Council, the solicitation or award of contract process shall be continued, according to the recommendation from staff. If required, the City Council will act as the final authority of all such decisions. After such decision, it shall direct the final course of action.

(1) Notice to Contractor/Protestor of Decision. All decisions shall be promptly issued in writing and furnished immediately by certified mail to the contractor/protestor. The decision shall state the reasons for such action and shall inform the contractor of its appeal rights of the Municipal Code.

(2) Final Decision/Contractor's Right to Appeal. Using department's decisions shall be final and conclusive, unless within five (5) working days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the City Council or commences an action in a court of law.