



****AMENDED****

RFQ #2840

Sale of Surplus Scrap Metal

PLEASE FAX YOUR QUOTE TO:	
RFQ NO. 2840 Today is: December 1, 2016 Phone: 805/875-8001 Email: m_salazar@ci.lompoc.ca.us Re: Sale of Surplus Scrap Material	Send your quote to: Maria Salazar Department: Purchasing Fax Number: 805/875-8611 Phone Number: 805/875-8001 By Noon: December 15, 2016 PLEASE NOTE: IT IS THE BIDDER'S RESPONSIBILITY TO CALL MARIA SALAZAR AT (805) 875-8001 WITHIN 30 MINUTES OF FAXING IN YOUR BID TO CONFIRM RECEIPT.
For Department Use	Vendor to Complete this Information

The City of Lompoc intends to award the right to purchase a quantity of **SURPLUS SCRAP METAL** to the highest responsible, responsive bidder. This surplus metal is currently being stored in some large metal bins and reels at the "V" Street Storage Yard located at 1107 North "V" Street in Lompoc, California. Attached is a handwritten listing of the types of metals in each bin, and what the approximate net weights are. The net weights for the partially-filled cable reels are also listed, but bidders must first examine all items in person in order to submit a bid.

Please note – the containers were weighed approximately 2 weeks ago, and material is being added daily. Please fill out your bid price per lb for each type of material, along with the extended price for each line item. Then add up all your totals and input that figure below for the "Total Amount Bid". The amount in this box will be the amount used for evaluation of the final award. The containers will be re-weighed on October 22, 2015 and the high bidder will be notified of the new weights. A cashier's check for the total amount must be presented to the City of Lompoc Treasurer's Office and a receipt showing payment was made must be provided to the Purchasing Division prior to release of the material.

Bin No	Material	Tare Weight (lbs)	Approximate Gross Weight (lbs)	Approximate Net Weight (lbs)	Bidder's Price/Lb	Extended Price
1	Galvanized ACSR	1008	2,348	1,340		
2	ACSR	1645	3,076	1,431		
3	ACSR Shielded	1645	4,571	2,926		
4	Aluminum Shielded	1654	4,876	3,222		
5	Shielded Copper Aluminum	1700	3,216	1,516		
6	Galvanized	1645	3,712	2,067		
7	Bare Copper	1645	3,151	1,506		

ATTACHMENT "A"

INDEMNITY AND INSURANCE REQUIREMENTS

- I. Contractor shall secure the following insurance coverage to protect it and the City from claims brought against the City, their employees, authorized representatives, agents or third parties.
 1. Worker's Compensation Insurance 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. Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.
 2. Automobile Liability Insurance with coverage of any vehicle including those owned, leased, rented or borrowed. This insurance shall have an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than \$500,000 per occurrence combined single limit for bodily injury and property damage.
 3. General Liability Insurance including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverages. This insurance shall be on a commercial insurance, occurrence form with an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

- II. The insurance policies described above shall include the following provisions or have added by endorsement:
 1. The coverages shall be primary, and no other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.
 2. The policies shall not be canceled or materially altered without 30 days prior written notice to the City.

The certificates and endorsements are to be signed by a person authorized by the insurers to bind coverage on their behalf.

- III. The insurers utilized shall conform to the following terms:
 1. Insurers shall have at least a "A-" policy holder's rating and an "VII" financial rating in accordance with the most current Best's Key Rating Guide.
 2. Contractor shall furnish the City, within ten (10) calendar days of receiving Notice of Award, or a Request for Insurance letter, and not less than two (2) working days prior to the commencement of the work, with adequate certificates of insurance and with original endorsements affecting coverage as will demonstrate that the provisions and/or requirements of this section have been complied with.

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

V. DEFEND, HOLD HARMLESS AND INDEMNITY

Contractor shall defend, hold harmless and indemnify the City and its agents, officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees and all expenses of litigation arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, the City, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the willful misconduct of the City.

INFORMATION QUOTATION
INSTRUCTIONS/TERMS/CONDITIONS
FOR
SALE OF SURPLUS SCRAP WIRE & METAL

1. QUOTE FORM: Offeror must submit quotation on the City's quote form.
2. QUOTE ACCEPTANCE PERIOD: Quotations shall be firm for a minimum of 30 days and are subject to acceptance at any time within 30 days from opening date.
3. AWARD: Surplus material will be sold, as ONE LOT, to the highest offeror to the terms and conditions set forth herein, and in agreement to Lompoc City Code. Offeror WILL NOT be allowed to select only the items he/she wants but MUST TAKE THE ENTIRE LOT to be considered for this award. The City will not accept any returns of material picked up by contractor. The City reserves the right to retain any item from lot that it chooses not to sell.
4. RIGHTS RESERVED: The City reserves the right to reject the quote of any offeror who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the quote of an offeror who is not in a position to perform such a contract satisfactorily.
5. QUESTIONS: Any questions pertaining to the specifications of this Invitation to Quote should be directed VIA FAX to: Maria Salazar, Buyer @ 805-875-8611 (fax no.)
6. ON-SITE SERVICES: See Attachment "A" for indemnity and insurance requirements.
7. REMOVAL: Successful offeror must remove all surplus material from City premises WITHIN TEN (10) DAYS of notice of award, upon receipt of proper insurance requirements. Removal time designated is of the essence; therefore, the City reserves the right to cancel such award, and then award the quote to another offeror if removal is not made within the time specified. If the contract should be delayed beyond the control of and without fault or negligence of the offeror, the offeror shall notify the City within 24 hours of the delay. Such causes may include, but are not limited to: Acts of God, war, or acts of the public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

Successful offeror will be responsible for furnishing all personnel and equipment necessary to remove the material from City premises. The City will supply a forklift and driver to assist in the loading, but WILL NOT assist in manually handling and lifting of material that is not forklift ready.

Material is to be removed Monday through Thursday, between the hours of 7:30 AM and 12:00 PM and 12:30 PM and 4:00 PM on any given day. Additional loading time will not be authorized. Removal WILL NOT be allowed on Fridays.

Cable (wire) that is on reels shall be taken as is, WOODEN REEL(S) INCLUDED. USING A BLOW TORCH OR OTHER DEVICE THAT MAY CAUSE A FIRE TO DISASSEMBLE REELS AT THE "V" STREET YARD IS STRICTLY PROHIBITED.

Contents in City owned hoppers shall be dumped onto buyer truck/trailer; hoppers shall then be placed back in original location. REMOVAL OF CITY HOPPERS FROM CITY PREMISES WILL NOT BE ALLOWED.

8. ITEMS OFFERED: Material offered for sale is "AS IS" and "WHERE IS" and without recourse to the City of Lompoc or its officers or employees. The description and quantity of items offered are to the best of the City's knowledge.
9. WARRANTY: The City makes no warranty, guarantee or representation of any kind, expressed or implied, as to the condition, utility, or usability of any material offered for sale.
10. PAYMENT: Successful offeror will be required to furnish the Purchasing Manager, or designee, a certified or cashier's check for 100% of the offer, made out to the City of Lompoc. NO PERSONAL CHECKS WILL BE ACCEPTED. NO MATERIAL WILL BE ALLOWED TO BE PICKED UP BEFORE FULL PAYMENT IS RECEIVED BY THE CITY.
11. DAMAGE: Offeror shall be held responsible for any breakage, loss of City's equipment or supplies through negligence of the offeror or his employees while working on City premises. The offeror shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. Offeror shall immediately report any damages resulting from the performance of service to the Purchasing & Materials Manager.
12. QUANTITY/PICK-UP LOCATION: Due to the volume, the quantities (weights) are approximate. Offeror MUST visit the site and determine for him/herself the best offer possible. For appointment to view site, call Brian Sullivan at 805/875-8002.

Most material is in 2.75 cu. yd. metal rubbish containers, reels, pallets or on the ground. Material is being added daily.

Material for sale: Please see photos attached. For further questions regarding material, please contact Brian Sullivan at the number listed above.

13. INDEPENDENT CONTRACTOR: Offeror shall act as an independent contractor and not as an agent of the City in performing the services.
14. SELL OR ASSIGN: The successful offeror shall not have the right to sell, assign or transfer any obligations resulting from this quotation without the written consent of the City of Lompoc.
15. LAWS GOVERNING CONTRACT: The award resulting from this quotation shall be in accordance with the laws of the State of California. Parties further stipulate that this award was entered into in the State of California and the State of California is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.
16. HOLD HARMLESS AND INDEMNITY: The successful offeror shall indemnify, defend, and hold harmless the City of Lompoc and its officers, officials, employees and agents from and against any and all liability, loss, damage, injury, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the contractor's

performance of work hereunder or its failure to comply with any of its obligations contained in the terms and conditions of this quotation, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Lompoc.

17. CALIFORNIA RESALE CERTIFICATE: The successful offeror must provide the City of Lompoc with a valid California Resale Certificate verifying that the scrap will be resold in order to avoid paying the 8.0% Santa Barbara County sales tax that would otherwise be imposed.
18. ENTIRE AGREEMENT: This contract embodies the entire agreement between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind of nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
19. TYPEWRITTEN PRICES: All pricing shall be typewritten or written in ink. Quotations having any erasures or corrections must be initialed by the offeror in ink. Quotation shall be signed in ink.
20. AUTHORIZED SIGNATURE: Quotations must be signed with the firm's name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.