



**Invitation to Bid No. 2850  
Skip and Drag Loader  
Closes at 2:00 pm PT on May 5, 2017**

The City of Lompoc is currently soliciting bids to furnish one Skip and Drag Loader, equal to CAT 415F2, with specified work tools installed and ready for service per the attached specifications. Sealed bids must be received by **2:00 p.m. PT, May 5, 2017**. Bids will not be accepted via fax or email. Bids must be delivered to:

City of Lompoc  
Purchasing Division  
1300 West Laurel Avenue  
Lompoc CA 93436-5163

It is the responsibility of the bidder to see that any proposal submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. Late proposals will be returned to the bidder unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of proposal. Proposals will not be accepted by telephone or facsimile machine. All bid/proposals must bear original signatures and figures. Mailed/delivered submittals shall be clearly marked on the outside of the envelope the number and title of this Invitation to Bid. Vendors must also submit their bid via electronic format, i.e., CD, flash drive, or provide link to download from internet.

The only authorized City contact will be the Purchasing Officer listed below or other contact through Purchasing Office Staff, from the original issue date until the contract is awarded. Interested bidders or their representatives are not allowed to communicate with City staff regarding this solicitation. If any bidder is found to be in violation of this provision, the City reserves the right to reject their bid.

Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Adrienne Boyd, (805) 735-7628, [a\\_boyd@ci.lompoc.ca.us](mailto:a_boyd@ci.lompoc.ca.us). Questions must be submitted before Noon on April 28, 2017.

In order to be sure that you are listed as a "Registered Bidder" and advised of any changes please complete 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.

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

A handwritten signature in cursive script, appearing to read "A. Boyd".

Adrienne Boyd  
Buyer



# City of Lompoc

## Registered Bidder Information Sheet

Invitation to Bid No. 2850

Skip and Drag Loader

**\*\* Closing Date: May 5, 2017 at 2:00 P.M. \*\***

To stay informed of any changes or modifications to this solicitation please complete this form and return by email to [a\\_boyd@ci.lompoc.ca.us](mailto:a_boyd@ci.lompoc.ca.us) or fax to (805) 735-7628

(Please type or print)

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

## SKIP AND DRAG LOADER

Specification No. 17-001

**1.0. SCOPE AND INTRODUCTION:** The following minimum specifications are intended to describe **one (1) Skip and Drag Loader, equal to CAT 415F2, with specified work tools installed and ready for service.** The unit proposed shall be a new unused current production year model and will have all standard equipment shown in the manufacturer's printed literature unless a specific and installed option makes the standard equipment unnecessary. The unit as proposed and built will conform to all applicable state, federal and local regulations in effect at the time of delivery. **If any of the equipment proposed varies from the specifications, such variation(s) must be listed in writing and attached as part of the proposal. If variation(s) list is not complete or if the information furnished does not substantiate that the proposal requirements are met, this will be cause for proposal rejection.**

The City of Lompoc reserves the right to waive minor variations(s) if in the opinion of the Purchasing and Materials Manager the basic unit meets the general intent of these specifications. The unit shall be delivered to the City of Lompoc complete and ready for service. Each bidder shall show all warranties and any cost associated with servicing said warranties. Coverage shall be shown for the complete unit, basic skid steer loader and installed equipment and accessories.

1.1. The chassis engine shall power all components of the machine. The use of additional engine(s) shall not be acceptable and be considered non-responsive due to increased costs of maintenance and fuel.

1.2. Manufacturing, materials, and design practices. It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the unit(s) will be subjected. Engine, suspension, wheels, tires and other component parts shall be selected to give maximum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

1.3. Manufacturer's specification. Complete specifications, published literature and photos or illustrations of unit proposed shall be furnished with proposal. Only new models in current production which are catalogued by the manufacturer and for which printed literature and specifications are available will be accepted.

1.4. Manufacturer's standard equipment. All equipment and components listed as standard by the manufacturer for model proposed. Shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, jacks – adequate to safely lift the vehicle when loaded to rated capacity, etc. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.

1.4.1. Specifications on the following pages are written with intent to meet all applicable documents but the final certification to comply shall rest with the vendor and not the City of Lompoc. Should requirements as specified not comply, the manufacturer is required to refigure and revise the specifications to meet all laws, rules and regulations where it applies to items such as the ratings of axles, tires, wheels, brakes, batteries, cooling capacity, etc., and the City of Lompoc is to be notified thereof.

1.4.2. Purchaser will not accept any part, component or system which is not an established standard product of the proposing manufacturer. By this is meant that any item or assembly which, relative to the supplying manufacturer's standard line of

products, could be described as "first of its kind", "experimental", "only one of its kind to be built", "especially modified to comply with this specification", "prototype", or synonymous categorical descriptions, shall not be acceptable. All parts and components of the system offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

1.5. Manuals and Software. Furnish two (2) complete sets of operation, parts, maintenance, and repair manuals including electrical schematics for cab and chassis as well as loader assembly. This shall include diagnostic software for cab, chassis, engine, and loader assembly as applicable.

1.6. Training. The successful contractor shall provide a qualified, factory-authorized service representative to give instructions to the operators and maintenance personnel to assure correct operation of the machines after the vehicle has been readied for service by City personnel. Duration of training shall be determined by City of Lompoc representative.

1.7. Hose and wiring routing. All hoses, wires and pipes shall be routed to be clear of all heat sources and shall be routed, secured otherwise protected from any present or potential source of snags, abrasions or sharp edges.

1.8. Control labeling. All operator controls shall be clearly labeled as to function and operational position(s).

1.9. License. The original dealer's Report of Sale along with a Certified Weight certificate and California DMV REG 397 shall be furnished to the consignee at time of delivery of the vehicle(s) before payment can be made.

1.10. Pre-delivery inspection. City Representatives shall pre-delivery inspect at the vendor's site. The pre-delivery inspections shall be accomplished when the unit(s) are more than 80% (percent) complete.

1.11. Warranty. The unit shall have a minimum of one (1) year warranty against defects in materials and workmanship. The warranty shall cover both parts, labor and travel begin at the in-service date, not the delivery date. Any extended warranty packages for the cab & chassis and body assembly shall be provided.

1.12. Rechargeable fire extinguisher with metal valves (not plastic) and bracket, 5 LB., ABC day chemical (ship loose). **NOTE:** Fire extinguisher must have current certification tag attached.

1.13. Backup indicator, an audible device which can be heard above 107 dba of background noise. Shall be equal to Caterpillar, # 225-7969.

1.14. A triangle flare kit (Ref. Grote 71422) with mounting bracket (ship loose).

1.15. Applicable documents and certifications:

1.15.1. Federal Motor Vehicle Safety Standard, Department of Transportation

1.15.2. State of California Motor Vehicle Code

1.15.3. State of California General Industrial Safety Orders

1.15.4. State of California Health and Safety Code, Motor Vehicle Pollution Control

1.15.5. California Occupational Safety and Health Act (O.S.H.A.) and the E.P.A.

1.15.6. Society of Automotive Engineering Standards

1.15.7. American Society of Mechanical Engineers (A.S.M.E.)

1.15.8. American National Standards Institute (A.N.S.I.)

1.16. Quantities (additional). The quantity is based upon current know requirements and is subject to increase at the same terms and conditions if mutually agreeable to both parties.

2.0. SKIP AND DRAG LOADER shall be equal to CAT 415F2, High Flow XPS, Approximate dimensions and capacities. Preparation package – Conversion Arrangement, Warning decals – Instructions, ANSI, NACD (USA required).

2.1. Weights or approved equal

Operating Weight		
Minimum	6366 KG	14,035 LB
Maximum (ROPS Capacity)	8000 KG	17,637 LB
Cab, ROPS/FOPS	163 KG	359 LB
Air Conditioning	46 KG	101 LB
MP Bucket (1.00 m/1.31 yd3), with fold-over forks	915 KG	2,018 LB
MP Bucket (1.00 m/1.31 yd3), without fold-over forks	1642 KG	3,622 LB
Front Counterweight		
Counterweights (Option 1)	15 KG	255 LB
Counterweights (Option 2)	240 KG	530 LB
Counterweights (Option 3)	460 KG	1,015 LB
Rear Counterweight	90 KG	198 LB

2.2. Dimensions or approximate equal to:

Overall Length (Loader on Ground) – with Box Blade	6286 mm	20'7"
Overall Length (Loader on Ground) – Hitch Only	5177 mm	17'0"
Overall Transport Length – with Box Blade	6360 mm	20'10"
Overall Transport Length – Hitch Only	5205 mm	17'1"
Overall Transport Height	3577 mm	11'9"
Overall Width	2322 mm	7'7"
Height to Top of Cab	2819 mm	9'3"
Height to Top of Exhaust Stack	2744 mm	9'0"
Height to Loader Hinge Pin (transport)	432 mm	1'5"
Ground Clearance (left hand step)	294 mm	1'0"
Ground Clearance (AWD guard)	294 mm	1'0"
Ground Clearance (460 kg/1,015 lb counterweight)	274 mm	0'11"
Rear Axle Centerline to Front Grill	2705 mm	8'10"
Front Wheel Tread Gauge	1895 mm	6'3"
Rear Wheel Tread Gauge	1714 mm	5'7"
Wheelbase 4WD	2200 mm	7'3"
Loader Bucket Dimensions and Performance		
Capacity (SAE Rated)	1.0 m3	1.31 yd3
Overall Bucket Width	2279 mm	90 in
Lift Capacity at Maximum Height	2363 mm	5,209
Breakout Force	38 609 N	8,679 lbf
Tipping Load at Breakout Point	5116 kg	11,279 lb
Maximum Hinge Pin Height	3474 mm	11'5"
Dump Angle at Full Height	44°	
Dump Height at Maximum Angle	2798 mm	9'2"
Dump Reach at Maximum Angle	722 mm	2'4"
Maximum Bucket Rollback at Ground Level	38°	
Digging Depth	110 mm	4"

Maximum Grading Angle	116°	
Width of Dozer Cutting Edge	2262 mm	7'5"
Grill to Bucket Cutting Edge, Carry Position	1451 mm	4'9"
Maximum Operating Height	4404 mm	14'5"
Jaw Opening Maximum	790 mm	2'7"
Bucket Jaw Clamping Force	50 600 N	11,375 lbf
Weight (does not include teeth or forks)	745 kg	1,642 lb

2.3. Hydraulic System or approved equal:

Type Closed Center		
Pump Type Variable Flow, Axial Piston		
Pump Capacity @ 2,200 rpm	125 L/min	33.0 gal/min
System Pressure – Hitch/Box Scraper	20 500 kPa	2,973 psi
System Pressure – Loader	20 500 kPa	2,973 psi

2.4. Engine or approved equal:

Engine Model (Similar to)	Cat C3.4B	
Gross Power SAE J1995	55 kW	74 hp
ISO 14396	55 kW	74 hp
Rated Net Power @ 2,200 rpm		
SAE J1349	51 kW	68 hp
ISO 9249	51 kW	68 hp
EEC 80/1269	51 kW	69 hp
Net Peak Power @ 1,800 rpm		
SAE J1349	54 kW	72 hp
ISO 9249	54 kW	73 hp
EEC 80/1269	54 kW	73 hp
Bore	99 mm	3.90 in
Stroke	110 mm	4.33 in
Displacement	3.4 L	207 in
Net Torque Rise @ 1,200 rpm	88%	
Net Peak Torque SAE J1349	416 N·m	307 lbf-ft

2.5. Transmission or approved equal:

Power Shuttle Transmission – Standard		
Forward – 1 <sup>st</sup>	5.4 km/h	3.4 mph
2 <sup>nd</sup>	8.9 km/h	5.5 mph
3 <sup>rd</sup>	20 km/h	13 mph
4 <sup>th</sup>	36 km/h	23 mph
Reverse – 1st	5.4 km/h	3.4 mph
2 <sup>nd</sup>	8.9 km/h	5.5 mph
3 <sup>rd</sup>	20 km/h	13 mph
4 <sup>th</sup>	36 km/h	23 mph

2.6. Service Refill Capacities

Cooling System with Air Conditioning	16.5 L	4.4 gal
Fuel Tank	160 L	42 gal
Engine Oil with Filter	8.8 L	2.3 gal
Transmission – Power Shuttle		
2WD	15 L	4.0 gal
4WD	15 L	4.0 gal
Rear Axle	16.5 L	4.4 gal

Planetaries	1.7 L	0.4 gal
Front Axle (4WD)	11.0 L	2.9 gal
Planetaries	0.7 L	0.2 gal
Hydraulic System	90.0 L	23.8 gal
Hydraulic Tank	40 L	10.6 gal
Requires ultra-low sulfur fuel </= 15 ppm fuel sulfur		

2.7. Axle Ratings

Front Axle, 4WD		
Static	22 964 kg	50,582 lb
Dynamic	9186 kg	20,233 lb
Rear Axle, 4WD		
Static	22 964 kg	50,582 lb
Dynamic	9186 kg	20,233 lb

2.8. Steering

Type	Front Wheel	
Power Steering	Hydrostatic	
Bore	65 mm	2.6 in
Stroke	120 mm	4.7 in
Rod Diameter	36 mm	1.4 in
Axle Oscillation	11°	
Turning Circle – 4WD (inner wheel not braked)		
Outside, Front Wheels	8.18 m	26'10"
Outside, Widest Loading Bucket	10.97 m	36'0"

2.9. Tires

Standard configuration of front/rear tires:	Front: 12.5 80/16.9	Rear: 16.9-24
Counterweights – Front		
Standard Stick		
Loader Bucket - Power Train		
GP, 4WD	16 k	255 lb
MP, 4WD	No counterweight	

3.0 Standard Equipment

- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Box Blade Controls, finger lever pilot
- Battery, maintenance-free, 880 CCA
- Battery disconnect switch
- Battery remote jumpstart
- Brace, lift cylinder
- Brake, secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Bucket, multi-purpose, 3FCN/5BNK
- Canopy, ROPS/FOPS
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper

Dome light (cab only)  
Diagnostic port for engine  
Differential lock, floor mounted  
Differential lock, loader joystick  
Drink holders, two  
Engine, Cat C3.4B, meets Tier 4 Final emission standards, diesel particulate filter  
Engine enclosure, sound suppression removal panels  
Face seals, O-ring  
Fan, suction and guard  
Fast reversing shuttle, all gears  
Fenders, rear  
Lights, working (Two (2) front, two (2) rear)  
Filters, spin-on: fuel, engine oil, transmission  
Loader, self-leveling, return-to-dig and oil, water separator transmission disconnect switch  
Filters, bowl and cartridge: hydraulic fluid  
Loader, single tilt  
Flashing hazards/signal lights  
Mirror, rearview  
Floor mat  
Open circuit breather  
Fuel tank, fully enclosed  
Power receptacle, 12 volt, two (2) internal  
Fully hinged front grill for cooling package 2 external roof mounted cleaning access  
Power steering, hydrostatic  
Gauge cluster: coolant temperature,  
Seat belt, retractable, 75 mm (3 in) fuel level, torque converter temperature,  
Steering knob battery voltage  
Seat, mechanical suspension, fabric or  
Ground level fuels fill vinyl cover, with armrest  
High ambient cooling package  
Starting system, glow plugs  
Hitch, rear 3-point  
Steering, hydrostatic  
Hood lock, inside cab  
Storage compartment, lockable  
Hydraulic hose, Cat XT™-3  
Storage tray  
Hydraulic oil cooler  
Stop and tail lights  
Hydraulic oil level sight gauge  
Tires, 12.5/80-18 front, 16.9-24 rear  
Hydraulic valve, hydrostatic steering  
Toolbox, external, lockable  
Hydraulic valves, loader 3-function  
Torque converter  
Hydraulic valves, rear 5-function  
Throttle, foot, electronic  
Hydraulics, load sensing with variable  
Transmission, four speed, synchromesh displacement piston pump  
Transmission neutralizer switch  
Indicator lights and LCD warnings for:  
    Transport tie-downs system status  
    Four Wheel Drive



Instrument panel lights

Warning horn, electric

Key start/stop system

LCD screen with machine system information

#### 4.0 Mandatory Equipment

Four Wheel Drive

Enclosed Cab, standard with air conditioning

Ride Control

Dual tilt rear hitch

#### 5.0 Optional Equipment

Battery, additional, 880 CCA

Counterweight, rear 90 kg (198 lb)

Radio and CD player, Bluetooth

Box, blade/scarifier

Face fan

Rotating beacon, magnetic mount

Cold weather fuel (-30° C/-22° F)

Fenders, front with integral steps

Security system keypad

Cold weather package, including additional

Vandalism protection, gauge cover battery, engine block heater, radiator antifreeze (-50° C/-58° F), cold weather fuel (-30° C/-22° F) and mounting for an ether bottle

Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)

Hydraulic valve, loader 3 function

Product Link™, satellite, PL631E

Product Link, cellular, PL641I

Radio and CD player

Work Tool Attachments such as buckets, forks, and material handling arms



**Cost Proposal**

In lieu of additional copies, submittal may be provided on CD, flash drive, or made available for download from the internet (please provide link to document)

Qty	Description	Unit Cost	Extended Cost
1 ea	Skip & Drag Loader		
Mfg:		Model:	
Brand:		Year:	
Warranty period:			
Subtotal			\$
7.75% California Sales Tax on Materials			\$
Does vendor collect directly and remit to State of California?			<input type="checkbox"/> Yes <input type="checkbox"/> No
California Sellers Permit Registration No. (if applicable)			
Freight			
Total Cost			\$
Distance in miles of nearest repair center			miles
Delivery time after receipt of order			days
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
Vendors who work within city limits of the City of Lompoc may be required to have a Business Tax License. If you do not have a Business Tax License please contact the Lompoc City Clerk's Department at (805) 875-8242.			
City of Lompoc Business Tax License Number			
Business Name (within the City of Lompoc)			
Business Address (within the City of Lompoc)			

**Bids, brochures, backup documents, specifications, etc. must be furnished in electronic format on CD, flash drive or provide web link for download from the internet.**

The City of Lompoc reserves the right to adjust quantities to this contract relative to the needs of the City of Lompoc.

We hereby certify that:

- This bid was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.
- This bid is genuine and not collusion or sham; and that we did not, directly or indirectly, induce or solicit anyone else to submit a false or sham 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 this bid price, or that of anyone else.
- Submission of a signed bid will be interpreted to mean that bidder has read the entire document and agrees to all the terms and conditions set forth in all the sheets that make up this invitation.

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

**City of Lompoc, Bidder References**

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

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

## GENERAL TERMS AND CONDITIONS

**ISSUANCE OF BID:** This bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all proposals or waive any irregularities or informalities therein.

1. **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.

2. **MORE THAN ONE BID:** More than one bid is allowed.

3. **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.

4. **QUESTIONS:** Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Adrienne Boyd, (805) 735-7628, [a\\_boyd@ci.lompoc.ca.us](mailto:a_boyd@ci.lompoc.ca.us).

5. **MATERIAL SAFETY DATA SHEETS:** When applicable, bidders shall conform to California Labor Code, Section 6360 and Title 8 CAC, Section 339 and 5194 and submit MSDS on hazardous substances with bid.

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 this document reflect the approximate City requirements and may be adjusted. City may require and order or reorder more than the quantity listed

here by mutual agreement with the prevailing vendor.

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. **NEW/UNUSED AND LATEST MODEL:** Bidders shall provide pricing on new and unused items, material and/or units specified unless otherwise stated in specifications.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of the City to promote the full realization of equal employment opportunity.

18. **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:  
<http://www.cityoflompoc.com/ManagementServices/purchasing/protest.pdf>.

19. **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.

20. **REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS:**

Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements. The checklist of reasons for rejection as follows:

- Failure to sign bid document.
- Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
- Failure to provide bid security (if required and in the form and amount specified).
- Failure to attend mandatory bidders' conference or mandatory site inspection.

- Failure to initial price alterations for one or more items.
- Failure to provide information or other supplemental materials as specified in the RFP or bid.
- Failure to bid on all items when specifically required.

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

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

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

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.

No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for proposals." The official time clock for this bid will be the U. S. Naval Observatory (USNO):

<http://www.time.gov/index.html>

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