



**Invitation to Bid No. 2857  
Biosolids Removal and Disposal Services  
Closes at 2:00 pm PT on August 25, 2017**

The City of Lompoc is currently soliciting bids for biosolids removal and disposal services per the attached specifications. Sealed bids must be received by **2:00 p.m. PT, August 25, 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 August 22, 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

Purchasing Division 1300 West Laurel Avenue Lompoc CA 93436-5163  
Telephone: (805) 875-8000 FAX: (805) 735-7628  
[www.cityoflompoc.com](http://www.cityoflompoc.com)

DATE: August 8, 2017



# City of Lompoc

## Registered Bidder Information Sheet

Invitation to Bid No. 2857

Biosolids Removal and Disposal Services

\*\* Closing Date: August 25, 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

Purchasing Division 1300 West Laurel Avenue Lompoc CA 93436-5163  
Telephone: (805) 875-8000 FAX: (805) 735-7628  
[www.cityoflompoc.com](http://www.cityoflompoc.com)

DATE: August 8, 2017

1. **AWARD.** Bid award will be based on the lowest responsible bid price including any freight charges, as well as any other criteria indicated in these specifications. Estimated amount of biosolids to be removed is 800-1200 tons.
  
1. **LOADING.** The Contractor will provide a suitable means to load biosolids a bench area near the drying beds. Removal operations shall be conducted during daylight hours Monday through Friday. Contractor may schedule removal at the Contractor's convenience, so long as the limitations above are complied with. Removal may be continual or in one or more large projects. Training for loading is the responsibility of the Contractor.
  
2. Laboratory analysis of biosolids will be provided.
  
3. **TRANSPORT.** Contractor will supply all vehicles required to transport biosolids from the Treatment Plant to land application site. Vehicles may be owned and operated by Contractor or may be sub-contracted. All vehicles must be covered to prevent loss of biosolids in transport. All drivers must be trained in the hazards and safe handling of biosolids. Transport route should avoid, so far as is possible routes where the transport of biosolids may be objectionable, such as through residential neighborhoods. Training for transport is the responsibility of the Contractor.
  
4. **MEASUREMENT OF QUANTITY.** Contractor will submit a plan to document the actual quantity (weight) of the biosolids removed from the Treatment Plant for approval prior to issuance of a contract.
  
5. **BIOSOLIDS APPLICATION SITE PERMITS.** The biosolids application site(s) must have, and be in compliance with (a) Waste Discharge Permit(s) issued by the local Regional Water Quality Control Board. No biosolids may be applied to any site which has not received prior approval of the Wastewater Superintendent. The City of Lompoc's Wastewater Discharge Permit may be found at [http://cityoflompoc.com/departments/mansrv/purchasing/2761\\_LpcWWDDischargePermit.pdf](http://cityoflompoc.com/departments/mansrv/purchasing/2761_LpcWWDDischargePermit.pdf).
  
6. **RECORD KEEPING AND REPORTING.** A system of documenting the location and quantity of biosolids applied must be in use at all sites where biosolids are placed. Copies of all reports required by State and Local regulatory agencies must be provided to the City each month.
  
7. **SITE INSPECTIONS.** City representatives and third party inspectors hired by the City must be allowed reasonable access to all biosolids application sites. Such inspections will be conducted from time to time unannounced to verify Contractor's compliance with all contract provisions.
  
8. **RUNOFF AND DUST CONTROL.** Contractor shall ensure that each site has provisions to control runoff of biosolids-contaminated water from biosolids application site. Special precautions shall be taken to preclude the offsite migration of dust from the City's biosolids at the Treatment Plant and biosolids application site. Due to the low moisture content of the biosolids it is very susceptible to dispersion by moderate winds.

9. **INSURANCE REQUIREMENTS**. Insurance requirements are the same as indicated in Attachment "A" (example attached).

10. **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.

11. Responding to an Invitation to Bid, the undersigned Offeror agrees to REMOVE BIOSOLIDS FROM CITY OF LOMPOC WASTEWATER TREATMENT PLANT in good order in accordance with the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

12. All information submitted by Offeror, including signatures, must be original. Copies will not be accepted.

13. WASTEWATER PLANT SITE VISIT. Arrangements can be made to visit the Regional Wastewater Reclamation Plant prior to submission of a response to this bid. Contact Robert Archer, Wastewater Operations Supervisor at (805) 315-7020 to establish a date and time for a site visit.

The undersigned has examined the site and all bidding documents and agrees:

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

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

Do you conduct business in an office with a physical location within the City of Lompoc and therefore claim local vendor preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
City of Lompoc Business Tax License Number	
Business Name, within the City of Lompoc	
Business Address within the City of Lompoc	
The following discounts will be considered in award of bid - Discount for payment of invoice within 20 days of receipt of invoice: _____ %	

### BID FORM

Itemize and total on an attachment any other relevant charges that may be required.

Qty	Description	Unit Price	Extended Price
1,200 Dry Tons	Removal and disposal of Class "A" Biosolids from Lompoc Regional Wastewater Reclamation Plant	\$	\$
1,200 Dry Tons	Charges for loading, pushup and stockpiling	\$	\$
	<b>Total of Other charges (Itemize below)</b>		\$
	<b>Total of All Charges</b>		\$

**List Any Other Charges**

Qty	Description	Unit Price	Extended Price

You must list and itemize:  Deviations itemized below  No deviations

Page	Para No.	Deviation

**BID SIGNATURE FORM  
(Complete and return)**

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:	

**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.



ATTACHMENT "A"  
INSURANCE REQUIREMENTS  
(Example)

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

You must secure the following insurance coverage to protect the City from claims brought against the City, employees, authorized representatives, agents, or third parties.

1. **Worker's Compensation Insurance in an amount not less than \$1,000,000** per occurrence as required by State of California statutes, and employer's liability insurance (including disease coverage). Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.
2. **Automobile Liability Insurance** with coverage for 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.
4. **You must provide evidence the insurance policy names the City and its officers, employees and representatives as additional insureds or a separate endorsement naming them as additional insureds** referencing your name and policy number. Examples of such endorsements are ISO CG 25 04 11 85, ISO CG 25 03 11 85, ISO CG 25 01 11 85.
5. The insurance policies described above shall include the following provisions or have added by endorsement:
  - a. 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.
  - b. The policies shall not be canceled or materially altered without **30-days' prior written notice** to the City.
6. The insurers utilized shall conform to the following terms:
  - a. Insurers shall have at least an "A-" policyholder's rating and a "VII" financial rating in accordance with the most current Best's Key Rating Guide.
  - b. Vendor 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.