



Invitation to Bid No. 2862  
**Triennial Requirements-Liquid Caustic Soda**

The City of Lompoc is currently soliciting bids for triennial requirements LIQUID CAUSTIC SODA. **Bids must be received by 3:00 pm, February 23, 2018**

BIDS MUST BE DELIVERED TO: City of Lompoc  
Purchasing Division  
1300 West Laurel Avenue  
Lompoc, California 93436

From the original issue date through the contracting period, the only authorized City contact will be the Purchasing Officer or Purchasing staff contact listed below. Interested vendors or their representatives are not allowed to communicate with other City staff regarding this solicitation. If any vendor is found to be in violation of this provision, the City reserves the right to reject their bid.

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

It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. Late bids will be returned to the bidder unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of bid. Bid will not be accepted by telephone or facsimile machine. All bid/proposals must bear original signatures and figures.

Questions may be submitted by written request, for an interpretation or correction thereof. Fax inquiries to Theresa Hernandez, (805) 735-7628 or email [T\\_hernandez@ci.lompoc.ca.us](mailto:T_hernandez@ci.lompoc.ca.us). The last day to submit questions is February 16, 2018

*Theresa A. Hernandez*

Buyer/Purchasing Assistant/ Warehouse  
City of Lompoc, Purchasing Division

Dated: February 2, 2018  
Published: February

**Purchasing Division**

1300 West Laurel Avenue Bldg. 4A, Lompoc CA 93436 • 100 Civic Center Plaza Lompoc, CA 93436  
Phone: (805) 875-8020 • FAX: (805) 735-7628

[www.cityoflompoc.com](http://www.cityoflompoc.com)

## LIQUID CAUSTIC SODA SPECIFICATIONS

1. **GENERAL:** The City of Lompoc is soliciting bids for triennial requirements for liquid Caustic soda required in processing treated City water products.
  - a. Annual usage is estimated to be 700-1,000 tons per year at 100% NaOH.
  - b. Treatment Plant capacity: 28,000 gallons (Two tanks @ 14,000 gallons each)
  - c. Delivery: Approximately 60-85 tons per month
  
2. **TERM AGREEMENT:** The term of this agreement is to be three years with an option to extend for two additional years by agreement between the parties in writing at the same price, terms and conditions. The City reserves the option to temporarily extend this contract for an additional sixty (60) calendar days from its expiration date for any reason.
  
3. **DETAILED:**
  - a. The Liquid Caustic Soda shall conform in all details to AWWA Standards Specifications B501-80 (or latest revision).
  - b. The Liquid Caustic Soda shall contain approximately 50% NaOH.
  - c. All price structuring shall be based on 76% NaOH dry weight, as determined by the following formula:
$$\frac{1 \text{ Lb. Solution} * \% \text{ NaOH}}{76\%} = \text{Net Lbs. NaOH}$$
  - d. If it is demonstrated during the course of the contract year that the liquid caustic soda does not meet these requirements, or if foreign bodies are found to be present in the material at time of delivery, the material shall be removed from City premises at the supplier's expense and the contract shall be terminated.
  - e. The City reserves the right to purchase the material on the open market if at any time the material provided by the supplier does not meet specifications or if the supplier is unable to deliver the material within the time frame required.
  - f. The liquid caustic soda shall not cause any abnormal difficulty in the operation of chemical feeders. The liquid caustic soda shall contain a negligible amount of iron.
  
4. **DELIVERY/SECURITY REQUIREMENTS:**
  - a. Notification. Supplier must notify City immediately if, at any time during the contract period, product sold to the City under this contract fails to comply with ANSI/NSF 60 certification requirements. Failure to comply with these certification requirements may result in termination of contract.

- b. The successful supplier will be required to maintain adequate product stock levels to assure City of prompt delivery.
  - c. If the product is not delivered within three (3) calendar days after placement of an order by City, City reserves the right to purchase the product elsewhere.
5. **MATERIAL SPECIFICATION STATEMENT:** A quality assurance analysis may be run to check the quality of the chemical product for any given delivery. Any product not meeting State, Federal and/or AWWA standards or the specifications outlined in this bid request will be returned at no cost to the City. A certificate of analysis shall be provided upon request for each load of chemical delivered.
6. **PRICING:** If, during the contract year, the successful bidder's contract with any political subdivision within the County of Santa Barbara delivery area at prices lower than those quoted herein, such lower prices are to be extended to the City.
- a. Pricing submitted on the official Bid Sheet is firm for the term of the contract. Bidders must consider any cost fluctuations anticipated when preparing their bid. All costs incidental to the provision of the chemical being bid must appear on the Bid Sheet, including delivery costs and transfer of chemical to the City's storage facilities. Any costs invoiced that were not included on the Bid Sheet will not be paid; therefore, bidders must insure that all costs are included even though the Bid Sheet may not specifically list them, such as pallet charges, cleaning or repair charges, etc.
7. **SAFETY:** Supplier shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Supplier shall provide proof of compliance, if requested by the City.
8. **QUANTITY AND DELIVERY:**
- a. The following is the estimated usage for this chemical. The quantity indicated in the approximate annual quantity based on past experience and expected future needs. Quantity may be increased or decreased depending on actual need during the contract term; however, no price adjustments will be allowed as a result of a change in the quantity purchased. The City does not guarantee either a minimum or maximum quantity.
  - b. Delivery of chemicals will be consistent with these specifications and all State, Federal and Occupational Safety and Health Act (OSHA) safety regulations. Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for the type of chemical being delivered. Spills and/or leaks at time of delivery, regardless of size, shall be properly and immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal and OSHA regulations.

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- c. All costs incidental to delivery and off-loading of chemicals must be included in the bid price. All drivers must have any necessary equipment required for off-loading chemicals. City personnel and/or equipment at the delivery locations cannot be required to assist in the off-loading. Any cranes, forklifts, boom trucks or other equipment as well as any additional manpower needed for off-loading are the supplier's responsibility.
  - d. The liquid caustic soda shall be delivered to the proper facility F.O.B. Destination, freight prepaid and added to invoice, within three calendar days after receipt by supplier of order, either oral or written. Deliveries must be made Monday through Friday (excluding holidays) between the hours of 8:00 AM and 4:00 PM.
  - e. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.
  - f. Any deliveries not meeting chemical quality, regulatory, safety or delivery requirements will be returned at no cost to the City and must be re-delivered by the supplier within forty-eight hours of the unacceptable delivery.
9. **SAFETY DATA SHEETS:** Bidders must submit an SDS for product offered with bid. The successful supplier must provide an SDS for product with each delivery.

**INSTRUCTIONS TO BIDDERS**

1. Bid shall be enclosed in a sealed envelope marked "Bid No. 2862 – Liquid Caustic Soda" and shall be delivered to the City of Lompoc, Purchasing and Materials Manager, 1300 W. Laurel Avenue, Building 4A, Lompoc, CA 93436, not later than 3:00 p.m., February 23, 2018.
2. The original bid and one copy of your bid and all attachments must be submitted.
3. Prior to any bid being accepted, the bidder must demonstrate compliance with all bid specifications for such product. The burden of proof of compliance with this specification is the responsibility of the bidder.
4. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated as an exception and accompanied by a **detailed description of the exception and/or deviation**. If no exception or deviation is shown, the bidder will be required to furnish the equipment exactly as specified herein.
5. Failure to comply with all requirements, instructions and conditions of the invitation for bid and this specification may result in rejection of bid.
6. The City reserves the right to reject any or all bids received and to waive any informality or minor defects in bids received.
7. Is your firm a member of the Chlorine Institute? Yes  No
8. Terms: Prices are F.O.B. Lompoc.
9. Bids shall be valid for sixty days following the bid opening.

Source of Material:
Manufacturer of Material:
Trade/Product Name:

**Order Contact**

Name:	
Street/Mailing Address:	
City, State, Zip	
Phone Number:	
Fax Number:	

**Emergency Leak Contact**

Name:	
Phone Number:	

**This phone line must be monitored 24-hours a day**

**BID FORM**

The undersigned agrees to sell, F.O.B. Destination, to the City of Lompoc the goods/services specified in accordance with Bid No. 2862. I/We have stated hereon the price(s) at which we will accept as full payment the amount shown below.

F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination, even if freight is allowed and paid by the buyer.

THIS PRODUCT IS NOT TAXABLE.

ITEM	DESCRIPTION	UNIT PRICE	UNIT OF MEASURE
1	Liquid Caustic Soda (NaOH) per Bid Specifications	\$	Per Dry Ton
2	Exact Freight Charges (No Estimates Allowed)	\$	Per Dry Ton
	Total	\$	Per Dry Ton

Liquid caustic soda is exempt from sales tax. Please do not include tax in your bid offer.

Unloading Time allowed: \_\_\_\_\_ Hours

Demurrage Charge: \_\_\_\_\_/Hour

Bidder must indicate the percentage of shortages in filling orders their supplier experienced in the last 12 months: \_\_\_\_\_%.

Delivery Time after Request for Delivery: \_\_\_\_\_ Days

Name and address of company producing material:

Name:			
Address:			
City, State, Zip			
Phone Number:		Fax Number:	

Name and address of trucking company to be used for deliveries:

Name:			
Address:			
City, State, Zip			
Phone Number:		Fax Number:	

UNSIGNED BIDS WILL NOT BE CONSIDERED. Submission of a signed bid will be interpreted to mean that bidder has read the entire document and agrees to all of the terms and conditions set forth in all the sheets, which make up this invitation.

The undersigned agrees to sell, F.O.B. Destination, to the City of Lompoc the goods/services specified in accordance with Invitation to Bid No. 2862. I/We have stated hereon the price(s) at which we will accept as full payment the amount shown below. F.O.B. Destination indicates that the seller is responsible for the shipment until it reaches its destination, even if freight is allowed and paid by the buyer.

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 (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?     Yes     No

City of Lompoc Business Tax License Number: \_\_\_\_\_

Business Name, within the City of Lompoc: \_\_\_\_\_

Business Address within the City of Lompoc: \_\_\_\_\_

Delivery time after receipt of order is three (3) days?     Yes     No

The following discounts will be considered in award of bid: Discount for payment of invoice within 20 days of receipt of invoice \_\_\_\_\_%.

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.

Company Name	Signature of Authorized Representative
Address	Name and Title (Please Print)
City, State, Zip Code	Email Address
Phone Number	Web Page
Fax Number	Date

Security Delivery Checklist - Chemicals  
 Purchase Order No. \_\_\_\_\_

Notwithstanding requirements of the bid/proposal/or other solicitation document to which this may be attached, the City of Lompoc from this date forward requires the following chemical security delivery precautions.

1. **Driver Photos on file at the Utility** - The vendors will send to the Utility photos and names of the drivers making the deliveries. Drivers without photos on file may have their deliveries rejected.
2. **Shipment Driver by fax** - The utility will be notified of the name of the driver before the truck leaves the terminal.
3. **Shipment Tag Serial Number by fax** - The trucks will be sealed with a security tag, and the serial number will be faxed to the utility after the truck has been loaded and is ready for shipping.
4. **Shipment Tanker Number by fax** - The tanker number will also be faxed to the utility in order to match the numbers, assuring it is the same tanker that left the terminal.
5. **Manifest Info** - The manifests will contain all of the same information along with the serial numbers, and tanker numbers.
6. **Non-Compliant deliveries refused** - Any discrepancies will result in delay of chemicals being off-loaded until ultimately, discrepancies could result in the loads being refused.

City of Lompoc  
 Water Treatment Plant  
 601 East North Avenue  
 Lompoc, CA 93436  
 Shaun Ryan  
 Phone: (805) 736-1617 Fax: (805) 737-1800  
[S\\_ryan@ci.lompoc.ca.us](mailto:S_ryan@ci.lompoc.ca.us)

Vendor Name	
Authorized Signature	
Printed Name	
Date	

**Please complete this form and fax back to Plant before each delivery**





## 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 bids or waive any irregularities or informalities therein.

**BID SUBMISSION:** Must be delivered to the City of Lompoc Purchasing Division Office. Bids must have a cover sheet showing 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.

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

**BID VALIDITY/WITHDRAWAL:** Prices shall remain valid for sixty (60) days from date of opening and be inclusive. Bids 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.

**QUESTIONS:** Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Theresa Hernandez, Buyer/Purchasing Assistant (805) 735-7628, [t\\_hernandez@ci.lompoc.ca.us](mailto:t_hernandez@ci.lompoc.ca.us)

**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.

**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

**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.

**COMPLIANCE WITH LAWS:** All bids 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.

**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.

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

**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.

**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.

**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.

**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.

**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.

**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.

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

**COOPERATIVE PURCHASING:** The successful bidder 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. Bidders agreement or disagreement must be stated on bid form and will not affect bid evaluation.

**BID PROTEST:** Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Chapter 26, Section 2642, Section 26 by calling the Purchasing Office at (805) 875-8000 or on the City's web site at: <http://cityoflompoc.com/ManagementServices/purchasing/Protest.pdf>

**AWARD:** Contracts shall be awarded to the bidder whose offer is determined to be the most advantageous to the City from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Purchasing Manager to be in the best interests of the City and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance.

When there is more than one (1) item, the City reserves the right to award separately or as a whole. Bidders must state "all or none" on bid form. If optional items or trade-ins are requested, the City may accept or decline such items.

**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.

**REASONS FOR AUTOMATIC DISQUALIFICATION OF BIDS:**

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 bids. Therefore, bidders must be conscientious in fulfilling all requirements in order to have their bids considered for award.

**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

**TIME OF BID SUBMISSION:** Bids or Proposals shall be submitted so as to be received in the office designated in the invitation for bids not later than the exact time set for opening of bids. Lompoc City Code Section 2603.E. reads "Bid Opening. 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 bids." The official time clock for this bid will be the Official NIST US Time <https://www.time.gov/index.html>

Solicitations opening at 3:00 p.m. PST will be considered late at 03:00:01 p.m. PST 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. She (or he) shall then personally and publicly open all bids received prior to that time, and when practicable shall read them aloud.



**“Registered Bidder Information Sheet”**  
**Invitation to Bid No. 2862**  
**Triennial Requirements-Liquid Caustic Soda**  
**\* Bid Opening Date: February 23, 2018 at 3:00 P.M.\***

**To stay informed of any changes or modifications to this bid you must:**

- 1. Complete this form (print or type your information).**
- 2. Fax the completed sheet to (805) 735-7628**
- 3. Circle which method was used to secure bid package.**

Mail      Fax      Internet

(Please type or print)

Company Name	Signature of Authorized Representative
Address	Name and Title (Please Print)
City, State Zip Code	Email Address
Phone Number	Web Page
Fax Number	Date

**Purchasing Division**

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