



Invitation to Bid No. 2871 Sludge Hauling Services

The City of Lompoc is soliciting bids for sludge hauling services for use at our Water Treatment Plant.

Bids must be received per the stated specifications by 2:00 p.m., April 30, 2018.

Bids will not be accepted nights, weekends, when left at other offices on this street, at City Hall, or other City buildings/facilities. This is a secure facility, allow extra time to sign in.

BIDS MUST BE DELIVERED TO: City of Lompoc
Purchasing Division, Building 4A
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 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.

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 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. Bids will not be accepted by telephone or fax machine. All bids 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. The last day to submit questions is April 23, 2018

Theresa A. Hernandez

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

Dated: April 10, 2018

Published: April 15, 2018



“Registered Bidder Information Sheet”
Invitation to Bid No. 2871 - Sludge Hauling Services
Bid Closing Date: April 30, 2018 at 2p.m.

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

1. Complete this form (print or type your information).
2. Fax the completed sheet to (805) 735-7628 or email to t_hernandez@ci.lompoc.ca.us

(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
Date	Web Site Address

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

1.0 TECHNICAL SPECIFICATIONS

The City of Lompoc is requesting bids for the hauling of sludge materials from the Water Treatment Plant to the City's Landfill as required, for a period of three (3) years beginning from date of award with option to renew for two (2) additional one year periods.

There are six (6) drying beds and dewatering facilities (concrete bed and holding bed) at the Water Treatment Plant, used for the residue of the treatment process. The sludge is composed of Calcium Carbonate, Magnesium Hydroxide, Iron, and Manganese. Please refer to the lab analysis for a complete breakdown. The residue when dried is taken out of a bed and transferred to the Landfill. On average one drying bed is emptied every three to four weeks. Prior to disposal, the Landfill must be notified in advance, so the materials can be prepared for mixing and homogenizing as it is delivered.

- a. The work to be contracted is for the loading and hauling of sludge to the Landfill over a prescribed route. Also, the bed must be returned to its level condition, ready for the next filling.
- b. Contractor will be called approximately 10 to 12 times annually and possibly more depending on weather conditions. Calls will be at least two weeks prior to the time each bed is to be emptied.
- c. All sludge hauled to the landfill will be paid based on Unit Price per Cubic Yard. Sludge Hauling Contractor will not be required to pay the "tipping fee" at the City Landfill; charge will be paid by the City.
- d. Sludge materials from sludge dewatering facilities will need to be removed from concrete area to holding area. This service will be required approximately every 10 to 12 days when dewatering facilities are in service. Contractor will be notified by phone five (5) days in advance of work commencement for this service.
- e. Sludge from holding area (dewatering facilities) will also be hauled to the landfill. No work will be allowed to start or be continued without dust control measures in place. The contractor's operations must comply with all Federal, State and local regulations.

2.0 EQUIPMENT REQUIREMENTS

The Contractor should be prepared to provide:

- a. One (1) Front End Loader
- b. One (1) Water Truck (potable water only) for dust control/watering at the Water Treatment Plant

- c. Enough 10-wheel 14-yard Trucks to complete 1 bed in 5 days. Trucks must be approved by the City as suitable for this project.
- d. Personnel to operate the equipment.
- e. All equipment must be clean and free of contaminants before starting each project.
- f. All equipment will be limited to Lompoc City limits until each project is complete, and the equipment is thoroughly cleaned.

3.0 TIME SCHEDULING

- a. The contractor will be notified in writing or by phone two (2) weeks in advance of work to begin. Services under this contract will be called for approximately ten (10) to twelve (12) times annually, possibly more depending on weather conditions. The water treatment plant generates approximately 14, 000 cubic yards of sludge material annually.
- b. Work on each bed must be completed within five (5) working days, between 7am and 4pm, Monday through Friday. Bids submitted that require more than five (5) working days for completion of work will be rejected.
- c. There may be up to a thirty (30) minute delay at the Landfill, to allow for mixing of materials, or traffic congestion. The City will not be responsible for lost time due to delays in transportation or road hazards.
- d. The material varies in moisture content from time to time, depending on how long it has been allowed to dry, and weather conditions.
- e. Hauling will not be permitted during periods of rain. Contractor must contact Landfill Representative for information about when hauling may resume.
- f. Contractor may be called occasionally to move sludge onto/into available beds from concrete pads during periods of rain and/or when hauling to the Landfill is not permitted.
- g. All sludge materials must be taken to the City Landfill, and no other location.
- h. Spillage on City streets is not allowed. Any such event must be cleaned immediately by the contractor, subject to the satisfaction of the Utility Director and the Senior Environmental Coordinator. Failure to do so would be considered littering and subject to fines.
- i. Sludge hauling may be accomplished from 7:30 am until 4:00 pm, Monday through Friday, excluding City holidays.

- j. Drivers or other employees of contractor must check-in with the front office personnel at the beginning of their visit and check-out at the conclusion of their visit. Drivers will be issued a gate opener at the check-in and are required to turn it in at the time of check-out.

4.0 TRUCK ROUTE.

The exit from the Plant is East North Avenue (front entrance of Water Plant). Trucks must proceed west to "V" Street, south to Olive Street and west to Avalon Street and the City Landfill. The distance is approximately three (3) miles. Trucks must return to the Water Treatment Plant via the same route.

5.0 CITY-PROVIDED EQUIPMENT AND SUPERVISION.

The City will provide all equipment, materials and supervision to be used at the Landfill for spreading and mixing. The City will provide material as needed to level the bed for the next filling.

Landfill Representative: Gale Greer, Landfill Supervisor

Water Treatment Plant Representative: Shaun Ryan, Operations Supervisor

6.0 MEETINGS.

Successful Contractor will be required to attend a pre-work meeting which will be scheduled prior to commencement of sludge hauling service.

7.0 ESCALATION/DE-ESCALATION:

During the life of this contract there may be a general market change. In the event of an increase, the City may allow, upon presentation of suitable proof and thirty (30) calendar days advance written notification, an increase over bid price. NO increase shall be allowed earlier than one (1) year from the date of contract award.

8.0 TIME IS OF THE ESSENCE.

It is understood and agreed that time is of the essence of this Contract.

9.0 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.

10.0 SLUDGE ANALYSIS from Lime/Soda Ash Treatment process, sample collected by Water Treatment Plant Laboratory. Updated testing scheduled, available upon completion/request. Caustic Soda is now used in lieu of Soda Ash:

CONSTITUENT	% BY WT	MG/KG
Carbonate	57.03	570,290
Calcium	32.24	322,400
Magnesium	5.22	52,150
Silica (Acid Insoluble as Sio)	3.61	36,050
Sulfates	0.81	8,080
Silica (Acid Soluble as Sio)	0.61	6,056
Iron	0.16	1,570
Chloride	0.12	1,150
Sodium	0.09	848
Manganese	0.05	472
Boron	0.01	126
Potassium	0.01	72
Fluoride	<0.01	28
Zinc	<0.01	23
Lead	<0.01	<40
Cadmium	<0.01	<40
Silver	<0.01	<40
Copper	<0.01	<40
Nitrate	<0.01	<40

11.0 NON-APPROPRIATION.

Any contract resulting from this proposal is subject to availability of funds for extensions from one fiscal year to the next. Should funds not be available, the City of Lompoc may terminate such contract at the end of any fiscal year (June 30) provided notice of such termination is given in writing before the end of the fiscal year. Upon giving such notice, the termination shall be effective without further liability to the City of Lompoc.

12.0 INSURANCE FOR ON-SITE SERVICES

Contractor shall secure insurance coverage to protect it and the City from claims brought by the City, their employees, authorized representatives, agents, or third parties in accordance with the requirements of Attachment "A" for indemnity and insurance. **No work shall be performed on city premises without prior clearance by the Purchasing and Materials Manager.**

13.0 REFERENCES.

Provide a list of at least three companies or public agencies for which your company has provided similar services. Include the name and telephone number of an individual who has direct knowledge of the work performed and can attest to the quality of service

your company provided. Include the quantities of materials involved and the duration of the project. Indicate if the project is ongoing.

14.0 WATER TREATMENT PLANT SITE VISIT

Arrangements can be made to visit the Water Treatment Plant prior to submission of a response to this bid.

Contact Shaun Ryan, Operations Supervisor, at (805) 875-8701 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	
Physical 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:	%

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

16.0 QUESTIONS

If you have questions about the Bid documents or process, please contact Theresa Hernandez, Buyer/Purchasing Assistant, at (805) 875-8020.

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

ORIGINAL BID DOCUMENT MUST INCLUDE AN ORIGINAL SIGNATURE.
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 that make up this invitation.

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.
- We hereby offer to sell the City of Lompoc the above materials and/or services at the prices shown and under the terms and conditions printed hereon or attached or referenced.

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	E - Mail Address
Phone Number	Web Page
Fax Number	Date



ATTACHMENT "A" INSURANCE REQUIREMENTS

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.

Please send insurance Certificates to:

City of Lompoc, Purchasing Division
1300 West Laurel Avenue, Bldg. 4A;
Lompoc CA 93436-5163
Fax: (805) 735-7628 or via email to
t_hernandez@ci.lompoc.ca.us

For more information, please call (805) 875-8000

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

1. **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.
2. **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.
3. **MORE THAN ONE BID:** More than one bid is allowed.
4. **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.
5. **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.
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. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

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

17. **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>.

18. **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.

19. REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS:

- a. 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:
- b. Failure to sign bid document.
- c. 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.
- d. Failure to provide bid security (if required and in the form and amount specified).
- e. Failure to attend mandatory bidders' conference or mandatory site inspection.
- f. Failure to initial price alterations for one or more items.
- g. Failure to provide information or other supplemental materials as specified in the RFP or bid.

h. Failure to bid on all items when specifically required.

20. 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:

- Purchase Order
- CITY's Invitation to Bid
- Attachments
- 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. 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 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. PDT will be considered late at 02:00:01 p.m. PDT 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 not be publicly opened and read aloud.