



City of Lompoc

Invitation to Bid No. 2925

Annual Requirements-Granular Quicklime

The City of Lompoc is currently soliciting bids for annual requirements BULK GRANULAR QUICKLIME. **Bids must be received by 2:00 pm, September 26, 2019.**

BIDS MUST BE DELIVERED TO:

City of Lompoc
Purchasing Division
1300 West Laurel Avenue
Lompoc, California 93436

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.

From the original issue date through the contracting period, the only authorized City contact will be the Purchasing Officer or the 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 proposal.

Questions may be submitted, by written request, for an interpretation or correction thereof. Fax inquiries to: Maria Salazar, General Technician, (805) 735-7628 or email m_salazar@ci.lompoc.ca.us.

BIDS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.

A handwritten signature in blue ink that reads "Maria Salazar".

Maria Salazar
General Technician
Date: September 12, 2019

Published:

To be added to the list to receive all clarifications and addenda, please immediately complete and fax this page to (805) 735-7628 or email to m_salazar@ci.lompoc.ca.us



“Registered Bidder Information Sheet”
Invitation to Bid No. 2925
Annual Requirements-Granular Quicklime
*** Bid Opening Date: September 26, 2019 at 2:00 P.M.***

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

LIQUID GRANULAR QUICKLIME SPECIFICATIONS

1. **GENERAL:** The City of Lompoc is soliciting bids for annual requirements for bulk Granular Quicklime required in processing treated City water products. The Lime requirements will cover a period of thirty-six (36) months from the date of award.
 - a. Annual usage is estimated to be 1,260 tons per year.
 - b. Delivery: Approximately 105 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. **LIME SPECIFICATIONS:**
 - a. Scope. These specifications are based on excerpts for current AWWA Standard B202-88 and current ASTM Standard C25-58.
 - b. Impurities.
 1. Supplier is responsible for their carrier's procedures. All delivery containers must be cleaned and free of contaminants prior to being filled with Quicklime.
 2. The Quicklime supplied under these specifications shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water that has been treated with it.
 - NOTE: The amount and nature of the fluoride compounds in Lime supplied under these specifications shall be such that the fluoride content of the water as distributed to the consumer will not be increased more than 0.1 ppm by treatment with the Lime.
 3. The Quicklime shall be substantially free of core, ash, and dirt. The Quicklime shall also be of a quality known as "quick-slaking" and shall slake satisfactorily as specified in Section 9A.1.3.
 4. The Quicklime shall readily disintegrate into a suspension of finely divided material without the production of objectionable amounts of insoluble material as per Section 9A.1.4.
 5. The Lime shall be crushed and screened so that none will be retained on a 3/4" (inch) sieve, and not more than 5% (percent) shall pass a No. 100 US Standard sieve upon shipment at the vendor's plant.
- c. Sampling. Sampling shall be conducted at time of loading by the vendor and at time of unloading by City employees. All sampling procedures shall be in accordance with AWWA Specification B202-88.
- d. Size. Lime particle sizes are established to meet the requirements of the purchaser for meeting their own specific conditions.
 1. No individual particle shall exceed 3/8" size in any dimension and the average bulk material delivered shall conform to the following screen analysis:

Retention on 1/4" Sieve	Trace
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Retention on No. 100 Mesh Tyler 95%

- e. Testing. Testing methods employed by both vendor and purchaser shall conform to ASTM C25-58, Standard Methods of Chemical Analysis of Limestone, Quicklime, and Hydrated Lime, Section 26: Available Lime Index: or AWWA B202-88
- f. Bases for Purchase of Quicklime
1. The purchase of Quicklime shall be based upon a 90% available calcium oxide content in the material furnished as established by the above testing method. The vendor's analysis report shall follow delivery date by not more than four days and vendor's analysis report shall be subject to regular check by City samples and test taken at time of delivery.
 2. Based upon these analysis reports, a scale of penalties for Lime of available calcium oxide content below this percentage will be as follows:
 3. A penalty of 2% (percent) for each 1% (percent), or fraction thereof, of deficiency of available calcium oxide content from 90% (percent) to and including 80% (percent). A bonus will not be paid.
 4. Basis for rejection and provision for retesting shall be as outlined in AWWA B202-88 Sec. 1.5 Basis for Rejection and Provisions for Retesting.
 5. Any delivery showing an analysis less than 80% (percent) calcium oxide shall be basis for complete rejection.
 6. If the material warrants rejection, the manufacturer may remove the material or the material may be accepted by the purchaser for a price representing freight only, provided the rejection is not on the basis of standards found in AWWA B202-88 Sec. 2.1 Impurities.
- g. ADDITIONAL BID REQUIREMENTS:
1. Bidder may be required to provide upon request four (4) each, two (2) pound cans of Quicklime which will be representative of proposed material for regular supply.
 2. Each bidder will also supply a typical chemical analysis showing the following:

Component	% Found
SiO ₂	
Fe	
Al	
CaO	

MgO	
S	
F	
Temperature rise C per 3 min.	
Available CaO	
% Insoluble material	
Screen Size	
Retention 1/4" Sieve	
Retention #100 Tyler	
<u>Bulk Density</u> Loose	
Shaken	

2. **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.

3. **PRICING.**

- a. 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.
- b. 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.

4. **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.

5. QUANTITY AND DELIVERY.

- a. 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.
- 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 bulk quicklime shall be delivered to the proper facility F.O.B. Destination, freight prepaid and added to invoice, within four 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.

6. MATERIAL SAFETY DATA SHEETS. Bidders must submit an MSDS for product offered with bid. The successful supplier must provide an MSDS for product with each delivery.

7. 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 four (4) calendar days after placement of an order by City, City reserves the right to purchase the product elsewhere.

8. **INSURANCE AND INDEMNITY REQUIREMENTS.** Insurance and indemnity requirements are the same as indicated in Attachment "A".

9. 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:

- a. 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.
- b. Shipment Driver by fax - The utility will be notified of the name of the driver before the truck leaves the terminal.
- c. 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.
- d. 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.
- e. Manifest Info - The manifests will contain all of the same information along with the serial numbers, and tanker numbers.
- f. 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.

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

Vendor Name	
Authorized Signature	
Printed Name	
Date	

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: Maria Salazar, General Technician, (805) 735-7628, m_salazar@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.
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:**
- 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.
21. 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.

22. **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

23. **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.