



City of Lompoc
Request for Quotation #2595
Sale of Surplus Brass Water Meters

PLEASE FAX YOUR QUOTE TO:

RFQ NO. 2595 Today is: December 3, 2010 Phone: 805/875-8001 Re: Sale of Scrap Material	Send your quote to: Maria Villarreal Department: Purchasing Fax Number: 805/875-8611 Phone Number: 805/875-8001 By Noon: December 21, 2010
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For Department Use		Vendor to Complete this Information	
Qty	Description	Total Amount Bid	
1 Lot	Scrap Brass Water Meters as Stored at the Lompoc Water Treatment Plant, 601 E. North Avenue, Lompoc, CA		

How many business days after notification of award and receipt of insurance will you pick up? _____ Days

Vendor must view scrap brass water meters before quoting. A date and time of December 15, 2010, 10:00 a.m. has been made for interested bidders to enter the Lompoc Water Treatment Plant to examine the material for sale. Please reserve this date, as individual appointments will not be granted. Please note that any interested bidders must bring two forms of identification with them to the Water Treatment Plant in order to be granted access to view the scrap brass water meters.

Did you view the scrap brass water meters? _____ (yes/no)

We hereby offer to purchase from the City of Lompoc the above items at the prices shown and under the terms and conditions printed hereon or attached or referenced.

Signature below verifies that bidder has read, understands and agrees to the conditions contained herein and on all of the attachments and agenda.

Company Name

Signature of Authorized Representative

Address

Authorized Representative Name (please print name)

City, State & Zip Code

E-Mail Address

Phone Number

Web Page Address

Fax Number

Date

Pick-Up ARO _____ Days

ATTACHMENT "A"

INDEMNITY AND INSURANCE REQUIREMENTS

- I. Contractor shall secure the following insurance coverage to protect it and the City from claims brought against the City, their employees, authorized representatives, agents or third parties.
 1. Worker's Compensation Insurance as required by State of California statutes, and employer's liability insurance (including disease coverage) in an amount not less than \$1,000,000 per occurrence. Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.
 2. Automobile Liability Insurance with coverage of 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.

- II. The insurance policies described above shall include the following provisions or have added by endorsement:
 1. 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.
 2. The policies shall not be canceled or materially altered without 30 days prior written notice to the City.

The certificates and endorsements are to be signed by a person authorized by the insurers to bind coverage on their behalf.

- III. The insurers utilized shall conform to the following terms:
 1. Insurers shall have at least a "A-" policy holder's rating and an "VII" financial rating in accordance with the most current Best's Key Rating Guide.
 2. Contractor 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.

- IV. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

- V. **DEFEND, HOLD HARMLESS AND INDEMNITY**

Contractor shall defend, hold harmless and indemnify the City and its agents, officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees and all expenses of litigation arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, the City, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the willful misconduct of the City.

INFORMATION QUOTATION
INSTRUCTIONS/TERMS/CONDITIONS
FOR
SALE OF SURPLUS BRASS WATER METERS

1. QUOTE FORM: Offeror must submit his quotation on the City's quote form.
2. QUOTE ACCEPTANCE PERIOD: Quotations shall be firm for a minimum of 30 days and are subject to acceptance at any time within 30 days from opening date.
3. AWARD: Surplus material will be sold, as ONE LOT, to the highest offeror to the terms and conditions set forth herein, and in agreement to Lompoc City Code. Offeror WILL NOT be allowed to select only the items he/she wants but MUST TAKE THE ENTIRE LOT to be considered for this award. The City will not accept any returns of material picked up by contractor. The City reserves the right to retain any item from lot that it chooses not to sell.
4. RIGHTS RESERVED: The City reserves the right to reject the quote of any offeror who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the quote of an offeror who is not in a position to perform such a contract satisfactorily.
5. QUESTIONS: Any questions pertaining to the specifications of this Invitation to Quote should be directed VIA FAX to: Maria Villarreal, Buyer @ 805-875-8611 (fax no.)
6. ON-SITE SERVICES: See Attachment "A" for indemnity and insurance requirements.
7. REMOVAL: Successful offeror must remove all surplus material from City premises WITHIN TEN (10) DAYS of notice of award, upon receipt of proper insurance requirements. Removal time designated is of the essence; therefore, the City reserves the right to cancel such award, and then award the quote to another offeror if removal is not made within the time specified. If the contract should be delayed beyond the control of and without fault or negligence of the offeror, the offeror shall notify the City within 24 hours of the delay. Such causes may include, but are not limited to: Acts of God, war, or acts of the public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

Successful offeror will be responsible for furnishing all personnel and equipment necessary to remove the material from City premises. The City WILL NOT assist in manually handling and lifting of material.

Material is to be removed Monday through Thursday, between the hours of 7:30 AM and 12:00 PM and 12:30 PM and 4:00 PM on any given day. Additional loading time will not be authorized. Removal WILL NOT be allowed on Fridays.

The brass water meters shall be take as is, ALL COMPONENTS INCLUDED. ATTEMPTING TO TAKE APART THE WATER METERS AND LEAVE ANY INTERIOR PLASTIC OR OTHER COMPONENTS ON THE CITY'S GROUNDS IS STRICTLY PROHIBITED.

Contents in City owned bins shall be dumped onto buyer's truck/trailer; bins shall then be placed back in original location. REMOVAL OF CITY BINS FROM CITY PREMISES WILL NOT BE ALLOWED.
8. ITEMS OFFERED: Material offered for sale is "AS IS" and "WHERE IS" and without recourse to the City of Lompoc or its officers or employees. The description and quantity of items offered are to the best of the City's knowledge.
9. WARRANTY: The City makes no warranty, guarantee or representation of any kind, expressed or implied, as to the condition, utility, or usability of any material offered for sale.
10. PAYMENT: Successful offeror will be required to furnish the Purchasing Manager, or designee, a certified or cashier's check for 100% of the offer, made out to the City of Lompoc. NO PERSONAL CHECKS WILL BE ACCEPTED. NO MATERIAL WILL BE ALLOWED TO BE PICKED UP BEFORE FULL PAYMENT IS RECEIVED BY THE CITY.
11. DAMAGE: Offeror shall be held responsible for any breakage, loss of City's equipment or supplies through negligence of the offeror or his employees while working on City premises. The offeror shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. Offeror shall immediately report any damages resulting from the performance of service to the Purchasing & Materials Manager.

12. **QUANTITY/PICK-UP LOCATION:** Due to the volume, the quantities (weights) are unknown. Offeror MUST visit the site and determine for him/herself the best offer possible. ONE VIEWING TIME HAS BEEN SET UP FOR THIS PURPOSE – DECEMBER 15, 2010 AT 10:00 AM. Please contact Maria Villarreal at (805) 875-8001 in order to signify your intention to attend. You must bring two forms of identification with you in order to enter the Lompoc Water Treatment Plant. All items shall be picked up at the City of Lompoc Water Treatment Plant, 601 E. North Avenue, Lompoc, CA 93436.

The brass water meters are contained in two (2) each 122.5 cu. ft metal bins.

Material for sale: Brass Water Meters in a variety of different sizes and types.

13. **INDEPENDENT CONTRACTOR:** Offeror shall act as an independent contractor and not as an agent of the City in performing the services.

14. **SELL OR ASSIGN:** The successful offeror shall not have the right to sell, assign or transfer any obligations resulting from this quotation without the written consent of the City of Lompoc.

15. **LAWS GOVERNING CONTRACT:** The award resulting from this quotation shall be in accordance with the laws of the State of California. Parties further stipulate that this award was entered into in the State of California and the State of California is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.

16. **HOLD HARMLESS AND INDEMNITY:** The successful offeror shall indemnify, defend, and hold harmless the City of Lompoc and its officers, officials, employees and agents from and against any and all liability, loss, damage, injury, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the terms and conditions of this quotation, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Lompoc.

17. **ENTIRE AGREEMENT:** This contract embodies the entire agreement between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind of nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

18. **TYPEWRITTEN PRICES:** All pricing shall be typewritten or written in ink. Quotations having any erasures or corrections must be initialed by the offeror in ink. Quotation shall be signed in ink.

19. **AUTHORIZED SIGNATURE:** Quotations must be signed with the firm's name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

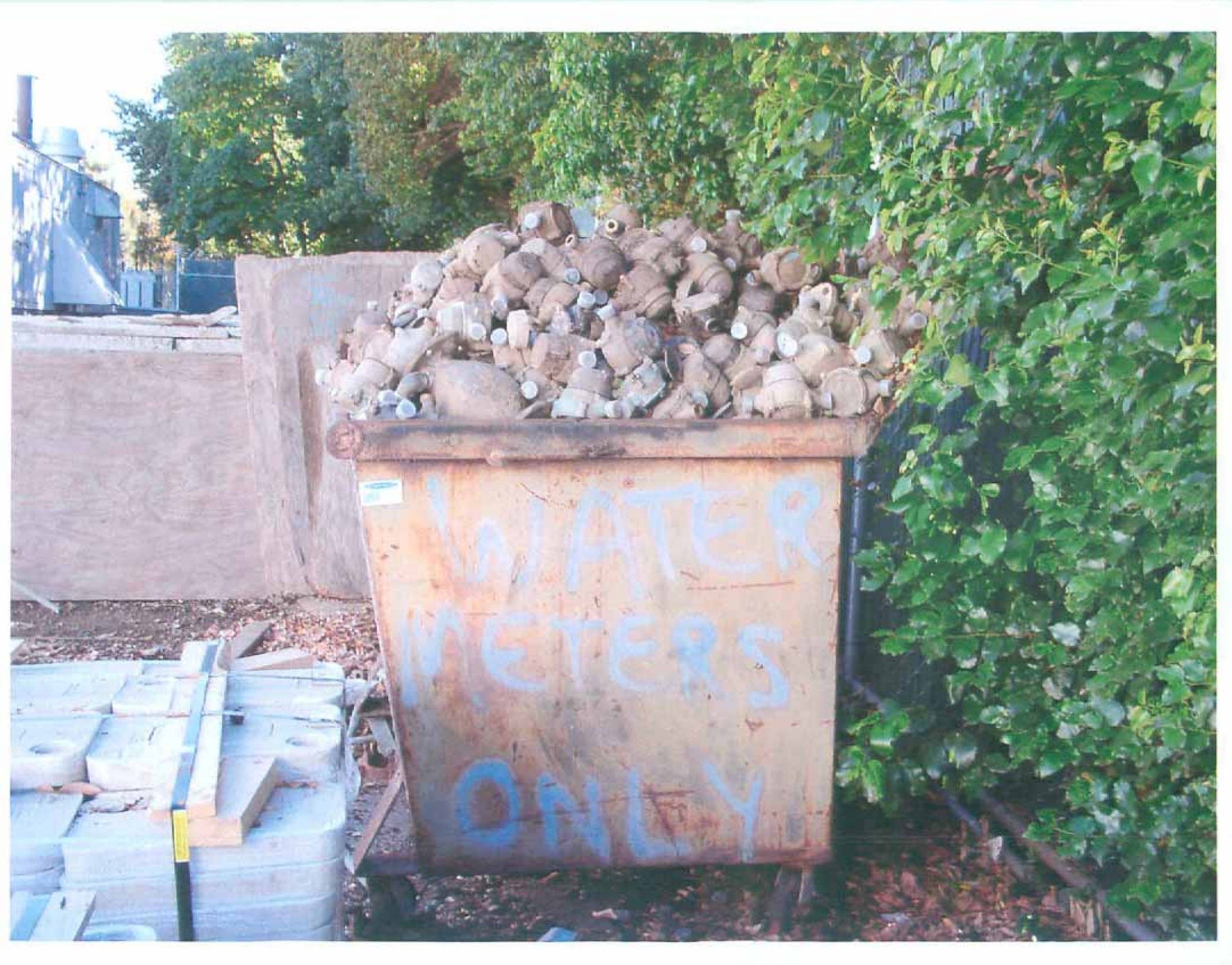


BRASS
ONLY



WATER
METERS
ONLY





WATER
METERS
ONLY



NO
DANGER
T.O.P.







BRASS
ONLY