



INVITATION TO BID NO. 3104

Diatomaceous Earth Dated: July 31, 2025

The City of Lompoc is currently soliciting bids to provide triennial-year requirements of **Diatomaceous Earth** for use at our Water Treatment Plant.

Bids must be received per the stated specifications by 2:00 p.m., August 14, 2025.

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
 100 Civic Center Plaza
 Lompoc CA 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. Bids will not be accepted by telephone or facsimile 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 Luis Hilario Jr, (805) 735-7628 or email l_hilario@ci.lompoc.ca.us. The last day to submit questions is August 7, 2025

Luis Hilario Jr.

Buyer

City of Lompoc, Purchasing Division

PHONE: 805-875-8000; FAX: 805-735-7628

DIATOMACEOUS EARTH SPECIFICATIONS

1. **GENERAL:** The City of Lompoc is soliciting bids for Diatomaceous Earth (D.E.) for use as a filter media for potable water treatment. Product to be delivered in bulk bags (maximum weight 1000 pounds) as well as 50 lb. bags. Annual usage is estimated to be 260-270 tons per year.
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 ninety (90) calendar days from its expiration date for any reason.

3. **DETAILED PRODUCT SPECIFICATIONS:**

Proposed Product Name:		
Specification Properties		Proposed Product Specification
Color	Off-White	
Appearance	Powder	
Wet Density, Lbs per cubic foot	20.5	
Max. 150 Mesh Screen Analysis, % retained, max.	20.0	
This specification relates to the flow rate and clarifying properties as measured under standard conditions in special equipment		
ADDITIONAL TYPICAL PROPERTIES		
Ignition Loss	0.5%	
SiO ₂	89.6%	
Al ₂ O ₃	4.0%	
Fe ₂ O ₃	1.3%	
P ₂ O ₅	0.2%	
TiO ₂	0.2%	
CaO	0.5%	
MgO	0.6%	
Na ₂ O + K ₂ O	3.3%	
PH	10	
Specific Gravity	2.30	

Median Particle Size, Coulter Counter, microns	28	
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Any deviation from the above specifications shall be fully documented and subject to final approval by Water Treatment Plant staff

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.

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.**

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.

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:** 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. The bag pallets are to be shrink wrapped (covered in plastic), to prevent moisture damage.

9. **Delivery Location.** Water Treatment Plant, 601 East North Avenue, Lompoc CA 93436.

10. **Estimated Quantities.** 260-270 tons per year, approximately 20-23 tons per month.

11. 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.
12. 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. Water Treatment Plant personnel will be available on-site to operate a forklift for the offloading of pallets of diatomaceous earth
13. The diatomaceous earth 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 3:00 PM.
14. 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 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.
15. 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.
16. **Safety Data Sheets**. This bid requires SDS sheets for all products offered. Failure to provide information or other supplemental materials as specified in the RFP or bid will be reason for automatic disqualification. The successful supplier must provide an SDS for product with each delivery.
17. 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.
18. The following discounts will be considered in award of bid:
Discount for payment of invoice within 20 days of receipt of invoice _____ %.
19. Do you agree _____/disagree _____ to extend this agreement to other government agencies.
20. The undersigned agrees to sell, F.O.B. Destination, to the City of Lompoc the goods/services specified in accordance with Bid No. 3104. I/We have stated hereon the price(s) at which we will accept as full payment the amount shown below.
21. 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.

BID FORM

Quantity	DESCRIPTION	UNIT PRICE	Extension
240 Tons	Diatomaceous Earth (D.E.) packaged in 1000 lb bags Price per bag: \$	\$	
30 Tons	Diatomaceous Earth (D.E.) packaged in 50 lb bags Price per bag: \$	\$	
14 Shipments	Exact Freight Charges per shipment of 20 tons (no estimates allowed)	\$	
	Maximum Shipment: Each shipment shall not exceed 23 Tons, to consist of no more than two (2) 1000-lb. Bags or 27 50-lb. bags per pallet. Indicate your maximum shipment:		
	Tons	Pallets	
	Other charges – Itemize with bid		
	Subtotal		
	Sales Tax @8.75%		
	Total of all Diatomaceous Earth		
Name and/or No. of D.E.			

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

To execute a satisfactory agreement between the City of Lompoc and the vendor, to provide certified proof of insurance coverage to the City for services in accordance with this bid document within 14 calendar days after notice of award. The satisfactory agreement shall be subject to a mutual agreement on the terms and conditions, including, but not limited to, a limitation of liability on vendor's obligation to indemnify the City of Lompoc for third party claims. Further, any Purchase Order terms and conditions applicable to the agreement shall be those dated September 28, 2018.

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.



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, which make up this invitation.

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

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:	



INDEMNITY AND INSURANCE REQUIREMENTS
ATTACHMENT "A"
(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 **\$1,000,000 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 a separate endorsement naming the City as an additional insured** 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.

Attachment B
Chemical Security Delivery Checklist

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 email** - The utility will be notified of the name of the driver before the truck leaves the terminal.
3. **Shipment Tag Serial Number by email** - The trucks will be sealed with a security tag, and the serial number will be emailed to the utility after the truck has been loaded and is ready for shipping.
4. **Shipment Tanker Number by email**- The tanker number will also be emailed 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 offloaded until ultimately, discrepancies could result in the loads being refused.

City of Lompoc
Water Treatment Plant 601 East North Avenue Lompoc, CA 93436
 Bearet Schaar
 Phone (805) 736-1617
 Email: B_Schaar@ci.lompoc.ca.us

Vendor Name	
Authorized Signature	
Print Name	
Date	

Please complete this and fax back to (805) 737-1800 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: Faxed 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 Compliance/Deviation column 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 ninety (90) days from date of opening and be inclusive. Quotations 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 inquiries to: Luis Hilario Jr, Buyer, (805) 735-7628 or email l_hilario@ci.lompoc.ca.us

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.

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.

BRAND NAMES: Brand names are used to establish a level of quality only. Quotations will be considered for any brand that meets or exceeds the quality of the specifications listed for any item.

Quotations that deviate from the specifications must be clearly defined with product model number and include complete specifications.

Bidders may submit product specifications for **pre-approval** by fax to the contact listed on the first page of this bid no later than 1 week prior to the bid closing date.

Responses to pre-approval inquires by fax will be returned by fax and mail as soon as possible. Responses by mail may take a minimum of 1 week.

Failure to include enough information to evaluate the product may be reason for disqualification.

The City will have the sole right to determine whether an alternate is acceptable.

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. Bidder's agreement or disagreement must be stated on bid form and will not effect bid evaluation.

BID PROTEST: Interested parties wishing to protest City solicitation documents may obtain a copy of The Lompoc Municipal Code, Title 3, Chapter 36, Section 170, Procurement Protest Procedures, 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>.

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 and, if applicable, those Purchase Order terms and conditions dated September 28, 2018
- 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 U. S. Naval Observatory (USNO):
<http://www.time.gov/timezone.cgi?Pacific/d/-8/java>

Solicitations opening at 3:00 p.m. PDT will be considered late at 03:00:01 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. 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. 3104**

Diatomaceous Earth

****** Bid Closing Date: August 14, 2025 at 2:00 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.

(Please type or print)

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

Purchasing Division 100 Civic Center Plaza Lompoc, California 93436
Phone: (805) 875-8000 FAX: (805) 735-7628 www.cityoflompoc.com