

LAS VIRGENES MUNICIPAL WATER DISTRICT

4232 Las Virgenes Road, Calabasas, California 91302



REQUEST FOR QUOTE # 16-03

For

Supply of Bulk Wood Chip Compost Amendment

Proposal Issue Date

December 19, 2016

Proposal Submittal Due Date

3:00 p.m. on January 25, 2017

OPTIONAL PRE-BID SITE EVALUATION:

***** 10 AM – January 12, 2017 *****

REQUEST FOR QUOTE

The Las Virgenes Municipal Water District is issuing a Request for Quotes (RFQ) for the Supply of Bulk Wood Chip Compost Amendment.

Sealed Proposals: Vendor will deliver one (1) original and one (1) copy to the following address:

Las Virgenes Municipal Water District
ATTN: Brett Dingman
4232 Las Virgenes Road
Calabasas, CA 91302

By 3:00 pm on Wednesday, January 25, 2017

This submission shall include the entire Request for Quote document and any amendments if issued.

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Director of Facilities and Operations.

- Please clearly mark the envelope as follows: "SEALED RFQ #16-03".
- Please direct purchasing and procedural questions regarding this RFQ to Brett Dingman at (818) 251-2330.
- Please direct any technical questions regarding this RFQ to Robert Robins at (818) 251-2347.

I. SPECIFICATIONS

Definitions: “**District**” is the Las Virgenes Municipal Water District.

“**Bidder**” an individual or business submitting a bid to Las Virgenes Municipal Water District.

“**Contractor**” one who contracts to perform work or furnish materials in accordance with a contract.

Purpose: Wood chip compost amendment is mixed with biosolids and composted to produce Class A “EQ” compost which is given away to customers.

Terms:

- A. District reserves the right to reject any and all proposals received as a result of this RFQ. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which District may consider. The District does not intend to award a bid fully on the basis of any response made to the proposal; the District reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the District’s specifications and needs.
- B. The District reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the District to be in the best interests of the District even though not the lowest bid.
- C. The price quotations stated in the bidder’s Quote will not be subject to any price increase from the date on which the proposal is opened by the District to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFQ, addenda will be provided, deadlines for submission of the RFQ’s may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned. To be considered, original proposal and One copy must be at the District on or before the date and time specified.
- F. Quotes should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFQ. Quotes shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

II. VENDOR QUALIFICATIONS

The proposal must include all the following information. Failure to do so could result in disqualification.

1. List at least one reference including names, addresses, telephone numbers and contact persons of client for whom you have performed similar services as requested in this proposal.
2. List your major equipment on hand.
3. Provide a copy of your license/certification.
4. State how long you have been operating under your present company name.
5. Have you ever defaulted on a contract?
6. If yes to #6, please describe the circumstances for the default(s).
7. Bidder's qualifications, years in business, experience in providing the level and type of service specified in the proposal.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected bidder will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. A copy of the contract and conditions is included for reference. These provisions are general principles which apply to all contractors of service to District such as the following:

INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless District, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Contractor or Contractor's officers, employees, or agents. Contractor's duty to indemnify and defend does not extend to the damages or liability caused by the District's sole negligence, active negligence, or willful misconduct.

INSURANCE

(a) Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Vendor, officers, agents, employees, or volunteers.

(b) Contractor shall provide the following coverage:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and

property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code.

(4) Employer's liability insurance of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) District and its board members, officers, employees, agents and volunteers are added as insureds.

(ii) Vendor's insurance shall be primary insurance as respects the District, its board members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by District shall be in excess of Vendor's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to District, its board members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against District, its board members, officers, employees, agents and volunteers, for any claims arising out of the work of Vendor.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Vendor shall be solely responsible for deductible and/or self-insured retention and District, at its option, may require Vendor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of District.

(vi) Prior to start of work under this Agreement, Vendor shall file with District evidence of insurance as required above from an insurer or insurers certifying to the required coverage.

(2) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Vendor or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District, Attention: Office Manager.

(d) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the District as to the use of such insurer.

EQUAL OPPORTUNITY EMPLOYER

(a) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex. CONTRACTOR shall ensure applicants are employed, and employees will be treated during employment without regard to their race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(b) In all solicitations or advertisements for employees, CONTRACTOR will state qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

IV. TERMS AND CONDITIONS

Award: District reserves the right to reject any and all proposals received as a result of this RFQ. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Bidder's qualifications and capabilities to provide the specified service, and other factors which the District may consider. The District does not intend to award a Bid fully on the basis of any response made to the proposal; the District reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Bidder whose proposal is deemed to best meet the District's specifications and needs.

Low Bidder: A low bidder will be determined by the price, qualifications and capabilities to provide the specified services.

V. GENERAL SPECIFICATIONS

1. SCOPE OF WORK

- a. District is seeking a supplier for bulk wood chip compost amendment for use in compost processing. The contract duration is one year with three optional one year renewals.

- b. Amendment supply quantity: Up to 375 cubic yards per week or 13,000 – 19,500 cubic yards per year. Current usage is approximately 265 cubic yards per week. Quantities and rate of use are approximate and may increase or decrease contingent upon production need. Exact quantities may vary to meet district requirements. No minimum is guaranteed.
- c. The Contractor shall provide all labor, materials, equipment and supervision with incidental services necessary to deliver bulk wood chip compost amendment. The scope of work includes:
 - (i) Provision and delivery of bulk wood chip compost amendment.
 - (ii) The Contractor will deliver and unload wood chip compost amendment in a designated area.
 - (iii) Delivery schedule: Monday through Thursday, between 7:15 AM and 3:00 PM, at 3700 Las Virgenes Road, Calabasas, CA 91302 as requested by LVMWD.
- d. The bulk wood chip compost amendment will meet the following specifications:
 - (i) Particle size = $\frac{3}{4}$ " minus, dry matter > 80%.
 - (ii) Free of material such as metals, plastics, trash, paint or processed wood such as pressboard and plywood.
 - (iii) Free of noxious odors.
 - (iv) The amendment shall not contain excessive amounts of dust which would exceed the NIOSH threshold of 1 mg/m³ total airborne dust when being conveyed in the composting facility.
 - (v) Amendment shall be ground up pallets or similar grade wood product. No green waste is allowed.
 - (vi) The District may reject non-conforming amendment. The District shall notify the Contractor within 24 hours of such rejection. Contractor and District will mutually determine the disposition of rejected amendment. Disposal of rejected amendment is the responsibility of the Contractor. Contractor shall replace rejected amendment within seven (7) days of the notice of rejection.
- e. Timing: Product shall be delivered with 48 hours of District request.
- f. The Contractor must provide a sample of the product for analysis.
- g. All applicable taxes shall be included in the bid price.
- h. Material will be ready for shipment within seven (7) working days upon receipt of purchase order.
- i. Delivery vehicle: Vehicle shall be in good condition and operated by supplier. Vehicle shall conform to all applicable State and Federal regulations and shall be fully equipped and maintained to safely transport and deliver the chemical.

- j. Speed limit: Posted speed limit at District facilities shall be observed at all times.
- k. Pay quantity of bulk product delivered: Quantity shall be determined by weighing the trailer before and after filling at the Supplier's yard on a certified truck scale for amendment. Copies of weighmaster's certificates shall be provided with each delivery.

LAS VIRGENES MUNICIPAL WATER DISTRICT
PROPOSAL TO SUPPLY AMENDMENT

The undersigned agrees to deliver bulk wood chip amendment for the production of compost as specified for the amount written below **(exclude sales tax)**.

Period covered: March 1, 2017 through February 28, 2018, with three one-year renewal options.

Estimated annual amount is up to 375 cubic yards per week or 13,000 – 19,500 cubic yards per year at \$ _____ per cubic yard. Current usage is 265 cubic yards per week or 13,780 cubic yards per year.

This contract may be terminated if not kept as arranged.

Comments: _____

Company: _____

Date: _____

Name: _____

Title: _____

Printed Name

Phone: _____

Email: _____

Fax: _____

