

LAS VIRGENES MUNICIPAL WATER DISTRICT

4232 Las Virgenes Road, Calabasas, California 91302



REQUEST FOR PROPOSALS

For

Rancho Las Virgenes Composting Facility Weed and Brush Clearance

Proposal Issue Date

April 20, 2017

Proposal Submittal Due Date

3:00 p.m. on May 24, 2017

OPTIONAL PRE-BID SITE EVALUATION:

***** 10 AM – May 17, 2017 *****

REQUEST FOR PROPOSALS

The Las Virgenes Municipal Water District is issuing a Request for Proposals (RFP) for the weed and brush clearance as required by the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

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, May 24, 2017

This submission shall include the entire Request for Proposals 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.

- Please clearly mark the envelope as follows: "***Rancho Las Virgenes Composting Facility Weed and Brush Clearance***".
- Please direct purchasing and procedural questions regarding this RFP to Brett Dingman at (818) 251-2330.
- Please direct any site-specific questions regarding this RFP 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: County of Los Angeles Department of Agricultural Commissioner/Weights and Measures has determined that the Rancho Las Virgenes Composting Facility requires weed and brush clearance a distance of 200 feet from all structures.

Terms:

- A. District reserves the right to reject any and all proposals received as a result of this RFP. 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 proposal 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 RFP, addenda will be provided, deadlines for submission of the RFP’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 RFP. Proposals 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 three references including names, addresses, telephone numbers and contact persons of clients for whom you have performed similar services as requested in this proposal.

2. State how long you have been operating under your present company name.

3. Have you ever defaulted on a contract?

4. If yes to #3, please describe the circumstances for the default(s).

5. 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.

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

Vendors and Contractors are required to be registered with the California Department of Industrial Relations (DIR) prior to providing a proposal. Form PWC-100 is required to be completed and filed with the DIR prior to commencing work.

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 contractor to perform weed and brush clearance as required by the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.
- b. Weed, brush and trees shall be trimmed as required below:
 - i. All flammable vegetation or combustible growth shall be cut for a distance of 200 feet from all structures and hauled off site for disposal.
 - ii. Remaining vegetation within 200 feet of all structures shall be trimmed, thinned, or limbed up to remove flammable vegetation (County of Los Angeles Fire Code 325.2.1).
 - iii. All trees and shrubs shall be free of dead wood and litter. Shrubs are required to be trimmed up from the ground 1/3 of their height. Trees taller than 18 ft. shall be trimmed up a minimum of 6 feet or 1/3 of their height for trees up to 40 feet.
 - iv. Specimen native trees and shrubs are permissible, provided that they do not form a means of transmitting fire to any structure (County of Los Angeles Fire Code 325.2).
 - v. Access roads are to be cleared with a minimum of 10 feet of brush clearance on each side. Trees overhanging fire access roads shall be trimmed to provide adequate vertical clearance (County of Los Angeles Fire Code 325.10).

- vi. Provide a minimum of 3 feet of brush clearance around all fire hydrants (County of Los Angeles Fire Code 508.55).
- vii. See attached guidance documents for clarifications.
- c. The Contractor shall provide all labor, materials, equipment and supervision with incidental services necessary to complete the work described above.
- d. The Contractor must execute a Contractual Services Agreement (attached).
- e. Hours of work are Monday through Friday, between 7:00 AM and 3:00 PM, at 3700 Las Virgenes Road, Calabasas, CA 91302.
- f. Timing: Work shall be completed within 3 months of award of purchase order.
- g. Speed limit: Posted speed limit at District facilities shall be observed at all times.

LAS VIRGENES MUNICIPAL WATER DISTRICT

PROPOSAL TO PROVIDE WEED AND BRUSH CLEARANCE AT THE RANCHO LAS VIRGENES COMPOSTING FACILITY

The undersigned agrees to complete the Rancho Las Virgenes Composting Facility weed and brush clearance as described in this document for the amount of \$ _____

_____.

This contract may be terminated if not kept as arranged.

Comments: _____

Company: _____

Date: _____

Name: _____

Title: _____

Printed Name

Phone: _____

Email: _____

Fax: _____

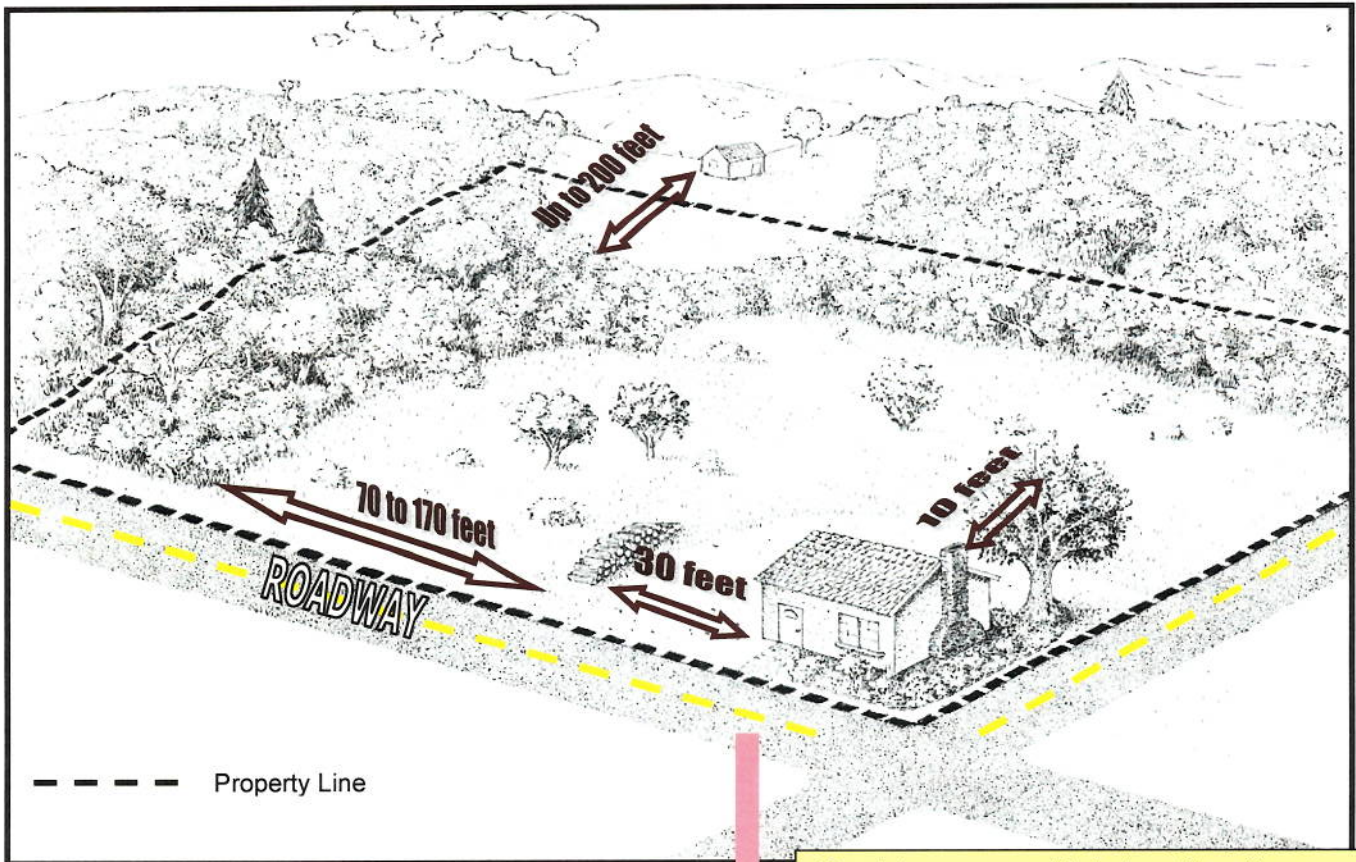


Legend
— 200' Buffer - All Structures

0 100 200 400
Feet

Rancho Las Virgenes Composting Facility





County of Los Angeles
Department of Agricultural
Commissioner/Weights
and Measures

Weed and Brush
CLEARANCE REQUIREMENTS

IMPORTANT! Clearance requirements apply to your property even if the structure being protected is not on your property!

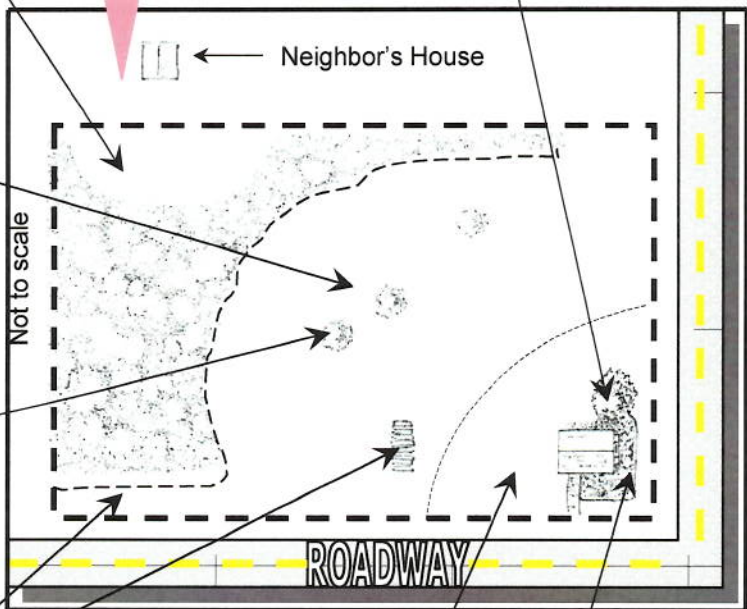
Okay to have ornamental plants and trees if individually planted, spaced and maintained so they do not form a means of transmitting fire from native growth to the structure. No portion of a tree may extend within 10 feet of the outlet of a chimney and it must be free of dead wood. (County Code sec. 325.2.1 EXCEPTIONS (1))

IMPORTANT! Thinning or removal of vegetation an additional 70 to 130 feet (100 to 200 feet total) from structures may be required! Please contact your Zone Inspector! (626) 575-5484 <http://acwm.lacounty.gov> Grass and other vegetation located more than 30 feet from structures and less than 18 inches in height may be maintained where necessary to stabilize soil and prevent erosion. (County Code sec. 325.2.1 EXCEPTIONS (3))

Space trees and shrubs a minimum of 15 feet or three times their diameter from other shrubs. Trees should be spaced to allow a minimum of 30 feet between canopies at maturity. For trees taller than 18 feet, prune lower branches within 6 feet of the ground. For trees and shrubs less than 18 feet, prune lower branches to 1/3 of their height. Choose landscaping plants that are fire resistant and maintain all plants regularly removing dead branches, leaves, etc. (Go to <http://fire.lacounty.gov/FromChief.asp> and scroll down the page and click on the link on the left entitled "Ready! Set! Go! Wildfire Action Plan".)

Roadway clearance, minimum of 10 feet clearance for all flammable vegetation or other combustible growth. (County Code sec. 325.10)

Firewood, manure, compost or other combustible materials must be placed or stored a minimum of 30 feet from any building or structure. (County Code sec. 325.2.1 (1))



Remove/clear away all flammable vegetation or combustible growth for a distance of not less than 30 feet from any structure. This includes ornamental plants known to be flammable. (County Code sec. 325.2.1 (2))
NATIVE PLANTS CAN BE FLAMMABLE EVEN IF GREEN!

Okay to have cultivated ground cover provided they are maintained in a condition that does not form a means of transmitting fire from native growth to the structure. (County Code sec. 325.2.1 EXCEPTIONS (2))

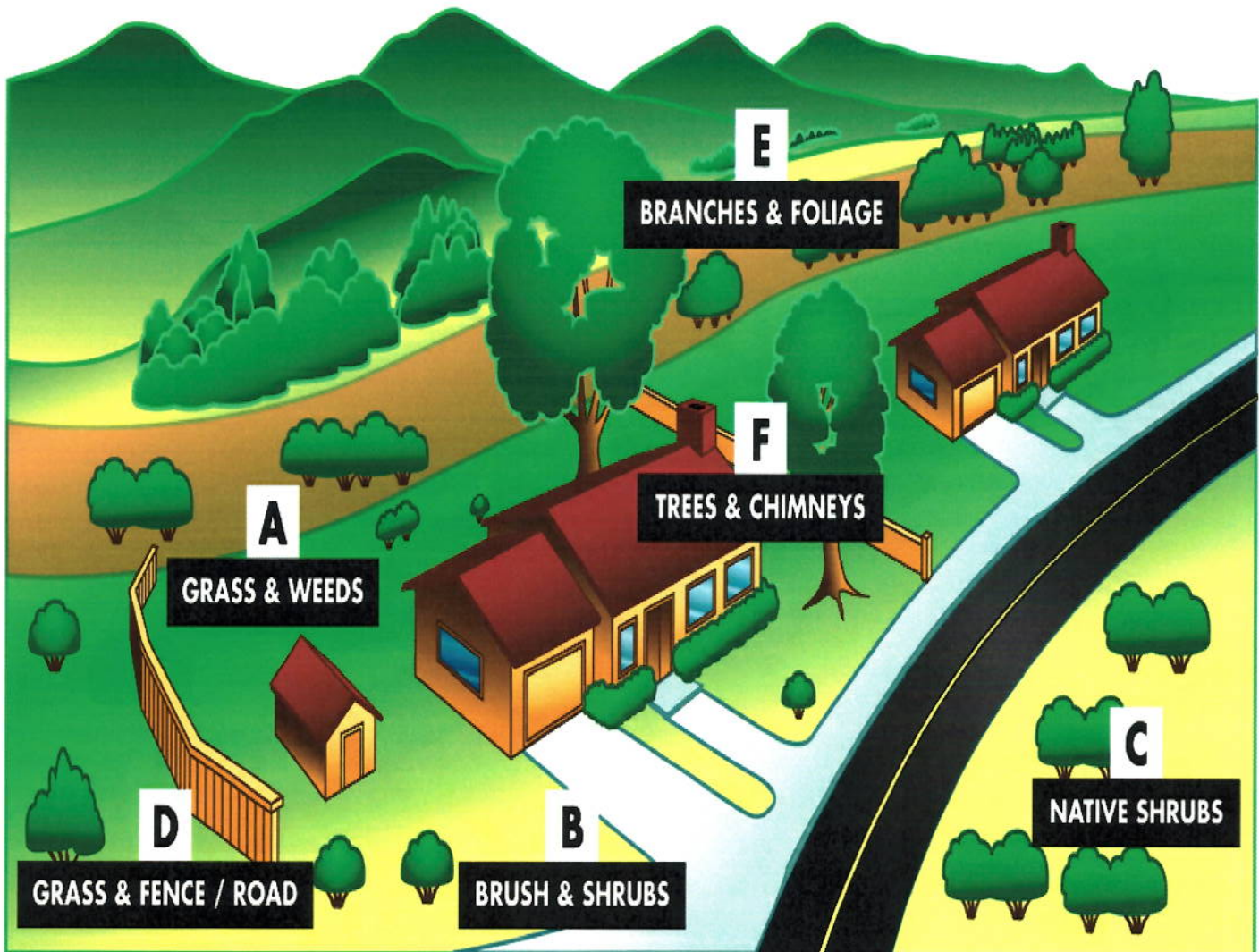




THE LOS ANGELES FIRE DEPARTMENT

CLEARANCE REQUIREMENTS

HAZARDOUS VEGETATION REQUIREMENTS IN THE VERY HIGH FIRE HAZARD SEVERITY ZONE



A. All grass and weeds within 200 feet of a structure shall be cut and maintained to a maximum height of 3 inches.

B. Native brush/shrubs shall be trimmed up from the ground $\frac{1}{3}$ their height and have a minimum separation of 18 feet from any structure and other native shrubs.

C. Native shrubs shall not be planted within 10 feet of a combustible fence or roadway edge.

D. Maintain all grass and weeds within 10 feet of a combustible fence or edge of roadway to a maximum height of 3 inches.

E. Branches/foilage shall be trimmed up 5 feet from any roof surface.

F. Branches/foilage shall be trimmed back 10 feet from outlet of the chimney.

Las Virgenes Municipal Water District CONTRACTUAL SERVICE AGREEMENT

As of **Month XX, 201X**, **Las Virgenes Municipal Water District** hereinafter called "District," and **Insert Vendor Name, Inc.**, hereinafter called "Vendor," agree as follows:

1. Purpose.

Under this Agreement, Vendor shall provide Weed and Brush Clearance at the Rancho Las Virgenes Composting Facility as described in the Request for Proposals (attached as Exhibit "A").

2. Delivery.

The Vendor shall, in good workmanlike and professional manner, furnish the service "work" and product described in **Exhibit "A"** Specifications within 90 days of receipt of order from the District.

3. Consideration.

(a) The District shall pay Vendor for the work and products in the amounts stated on the Schedule of Work and Prices submitted by Vendor and attached as Exhibit "A".

(b) The Vendor shall complete and submit an invoice showing date of completion/delivery, description of work/product, amount of invoice and supporting documentation. The District shall pay the Vendor within thirty (30) days of invoice submittal.

4. Term.

This Agreement shall commence on the date above written, and shall continue until **Month XX, 20XX**.

5. Specifications

The work/product shall be performed, manufactured, and delivered in accordance with the specifications provided in the RFP documents, submitted by Vendor, and attached hereto as **Exhibit "A"**.

6. Subcontracts.

The Vendor shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the District.

7. Independent Contractor.

The Vendor is an independent contractor, and not an employee of District.

8. Indemnification.

Vendor 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 Vendor or Vendor's officers, employees, or agents. Vendor'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.

9. Insurance.

(a) Vendor 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) Vendor shall provide the following coverage:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$2,000,000 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.

10. Miscellaneous.

(a) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(b) Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

[District name]	[Vendor name]
ATTN:	ATTN:
[address]	[address]
[city, state, zip]	[city, state, zip]

(f) If an action at law or in equity is brought to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

(g) This Agreement represents the entire understanding of District and Vendor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

(h) This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
[District]

APPROVED:
[Vendor]

By: _____

David Pedersen, General Manager

By: _____

[Print Name & Title]