

LAS VIRGENES MUNICIPAL WATER DISTRICT

4232 Las Virgenes Road, Calabasas, California 91302



REQUEST FOR QUOTATIONS

For

Supply of New Biofilter Media and Removal of Old Biofilter Media

Proposal Issue Date

October 4, 2017

Proposal Submittal Due Date

3:00 p.m. on November 1, 2017

OPTIONAL PRE-BID SITE EVALUATION:

***** 10 AM – October 18, 2017 *****

**3700 Las Virgenes Rd.
Calabasas, CA 91302**

REQUEST FOR QUOTES

The Las Virgenes Municipal Water District Facilities and Operations Division is issuing a Request for Quotes (RFQ) for the Supply of New Biofilter Media and Removal of Old Biofilter Media.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

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

By 3:00 pm on Wednesday, November 1, 2017

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

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

- Please clearly mark the envelope as follows: "Request for Quotations for the Supply of New Biofilter Media and Removal of Old Biofilter Media".
- Please direct purchasing and procedural questions regarding this RFQ to Brett Dingman at (818) 251-2157.
- Please direct any technical questions regarding this RFQ to Robert Robins at (818) 251-2347.

I. PROPOSAL 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 of Proposal: The biofilter media at the Rancho Las Virgenes Composting Facility is in need of periodic replacement due to decomposition.

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 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 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 in triplicate. To be considered, original proposal and two copies 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. 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 Quote must include all the following information. Failure to do so could result in disqualification.

1. List at least two (2) references including names, addresses, telephone numbers and contact persons of client for whom you have performed similar services as requested in this proposal.
2. List the contracts recently completed by your firm, stating approximate gross cost for each, and the month and year completed.
3. List your major equipment on hand.
4. Provide a copy of your license/certification.
5. State how long you have been operating under your present company name.
6. Have you ever defaulted on a contract?
7. If yes to #6, please describe the circumstances for the default(s).
8. Bidder's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
9. Proof of Department of Industrial Relations registration.

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 \$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.

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.

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.

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 RFP. 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 replacement biofilter media at the Rancho Las Virgenes Composting Facility for biofilter zones 1-4 (2,500 cubic yards). The Rancho Las Virgenes Composting Facility is located at 3700 Las Virgenes Road, Calabasas, CA 91302. All work is to be performed for the price quoted in this Quote. A separate contract will be awarded for the removal and placement of the media on the biofilter. The supplier of the biofilter media is expected to work with the Contactor removing and placing the media. The expected duration of the transport of the media to and from the biofilter from the staging area is two weeks.
- b. The Contractor shall provide all labor, materials, equipment and supervision with incidental services necessary to deliver the new media and to remove the old media. The scope of work includes:
 - (i) Provision and delivery of new media as specified to the bio-filter staging area.
 - (ii) The Contractor will provide and use a loader to transport biofilter media to the biofilter from the staging area and to remove spent biofilter media from the biofilter back to the staging area.
 - (iii) The Contractor will load and transport spent media off-site for proper disposal.
- c. The biofilter media will meet the following specifications:

Feed Stock - Chipped wood, high carbon material. Soft wood chips.

Size - 3.0" to 8.0" Material no larger than 1" in diameter. Wood chips will be ground, not splintered and will consist of softer varieties.

Processing - Material will be screened to remove fines, material will be free of paint, treated wood, plastics, drywall, nails, screws and trash.

- d. The Contractor must provide a sample of the product for analysis.
- e. All applicable taxes shall be included in the bid price.
- f. Material will be ready for shipment within seven (7) working days upon receipt of purchase order.

Item No.	Description	Estimated Quantity	Unit Price	Total
1.	Delivery of biofilter media to staging area. Price to include all labor, equipment, transportation and taxes.	2,500 Cubic Yards		
2.	Transportation of spent biofilter media from biofilter to staging area and transportation of new biofilter media form staging area to biofilter. Price to include all labor, equipment, transportation and taxes.	Lump sum		
3.	Removal and disposal of spent biofilter media from staging area to final destination. Price to include all labor, equipment, transportation and taxes.	Lump sum		
	TOTAL ALL ITEMS:			