



Request for Bids

Ferric Chloride
Annual Supply

Nov. 2017

Las Virgenes Water District
4232 Las Virgenes Road
Calabasas, CA 91302
818-251-2115

Request for Information Deadline: Dec. 7, 2017

Bids Due: Dec. 14, 2017; 2:00 p.m.

District Contact: Gretchen Bullock, Purchasing Supervisor, gbullock@lvmwd.com

Las Virgenes Municipal Water District Instructions to Bidders

1. **Introduction.** Each bidder and its bid shall comply with these instructions to bidders and the terms and conditions provided with the bid documents.
2. **District Contact.** During the bid process the District contact will be the District Purchasing Supervisor: Gretchen Bullock, CPPB, 4232 Las Virgenes Road, Calabasas, CA 91302, gbullock@lvmwd.com e-mail, 818-251-2115 phone. Any questions, technical or otherwise, pertaining to this bid must be submitted in writing and directed only to the listed District contact. Bidders, their representatives, agents or anyone else acting on their behalf are specifically directed NOT to contact any District employee, board member, or other agency associate for any purpose related to this request for bid other than as directed above. **Contact with anyone other than as directed above may be just cause for rejection of bid.**
3. **Requests for Information and Notifications.** All requests for information (RFI) regarding this bid must be directed to District Contact listed above and received in writing no later than Dec. 7, 2017. Requests will be addressed within 2 business days of receipt. At the end of the RFI period a summary of all RFI and responses will be posted at <http://www.lvmwd.com/about-us/management/finance-and-administration/do-business-with-lvmwd/purchasing-formal-bids> . **It is the bidder's responsibility to ensure they access and review any RFI responses and resulting addendum(s) posted.** The District is not responsible to notify individual potential bidders of the availability of RFI responses and/or resulting addendum(s) beyond this notice. The District is not responsible for lost or misdirected e-mail communications. Other than directing a bidder to a specific segment of the bid documents, questions received after the RFI period has ended will not be answered.
4. **Submission of Bids.** Sealed bids are to be submitted only on the prescribed Las Virgenes Municipal Water District Bid Forms included as part of this bid package and described in the Request for Bids and must be submitted in hard copy format with a wet signature. **Bid submission deadline is Thursday, December 14 , 2017; 2:00 p.m.** Bids shall be addressed and delivered to: Las Virgenes Municipal Water District, Attn: Gretchen Bullock, 4232 Las Virgenes Road, Calabasas, CA 91302, and clearly marked **"Sealed Bid—Ferric Chloride"** on outside of envelope. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.** Bidders are required to submit the following information with their bid:
 - a. Completed Bid Form-Schedule (2 pages)
 - b. Product information/technical data sheet
 - c. Global Harmonized System-Safety Data Sheet (GHS-SDS)Bid forms can be downloaded from the District's web site <http://www.lvmwd.com/about-us/management/finance-and-administration/do-business-with-lvmwd/purchasing-formal-bids> .
5. **Modification of Bids.** A bidder may modify its bid by written communications provided such communication is received by the District prior to the closing time for receipt of bids. The written communication must not reveal the bid price but should state the addition or subtraction or other modification in such a manner that the District will not know the final prices or terms until it opens the sealed bid.
6. **Withdrawal and Return of bids.** Bids may be withdrawn without prejudice by written or telegraphic requests received from the bidder prior to the time for opening of bids, and bids so withdrawn will be returned to bidders unopened. Any bid received after the bid submission deadline shall be returned to the bidder unopened.
7. **Discrepancies.** In the case of discrepancy between unit prices and extended totals, unit prices will prevail. In the case of discrepancy between words and figures, words will prevail.
8. **Pricing.** Both unit and extended pricing shall be shown in U.S. dollar amounts with two decimal places rounded to the nearest cent.
9. **Award of Bid.**
 - a. The District reserves the right to accept or reject any and all bids during the time for awarding the contract, and to waive any informality or irregularity in any bid. The District may reject any bid that does not comply with these instructions or other bid documents.

Las Virgenes Municipal Water District Instructions to Bidders

- b. Award shall be made on a comprehensive basis to one bidder based on total bid amount.
- c. The award of the bid, if it is awarded, shall be to the lowest responsible responsive bidder whose bid complies with the requirements of the bid documents. Bidder responsibility is determined solely by the District.
- d. It is expected that bids will be considered by the District at the regularly scheduled Board Meeting on January 9, 2018. Notice of Award, if any will occur within seven business days following the meeting. Accompanying the District's Notice of Award will be a purchase order. The successful bidder will be required to send an order acceptance to the District within seven days following receipt of Notice of Award. Failure to do so shall be just cause for annulment of the award. In the event of failure of the lowest responsible responsive bidder to provide order confirmation to the District, the District may award to the next lowest responsible responsive bidder.

10. Insurance Requirements. Bidder at its' sole cost and expense shall procure and maintain for the duration of the project the following types and minimum limits of insurance: ***Strike through unnecessary coverage***

Type	Limits	Scope
General Liability (GL)	\$1,000,000 per occurrence/ \$2,000,000 aggregate	At least as broad as ISO occurrence from CG 0001
Product Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate	
Automotive Liability	\$1,000,000 per accident	At least as broad as ISO CA 0001 (code 1, any auto)
Workers Compensation	CA Statutory limits	
Employers' Liability	\$1,000,000 per occurrence	

- a. The general and automobile liability policy(ies) shall be endorsed (consistent with Ins. Code 11580.04) to name District, its officers, employees, and agents as additional insured regarding liability arising out of the Work. Bidder's coverage shall be primary and shall apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance if any, shall be excess and shall not contribute with Bidder's insurance.
- b. Prior to commencing the Work, Bidder shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), certifying the additional insured coverages.

11. Non Collusion. The bidder certifies that its bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same product as is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

12. Bid Specifications. The attached specifications are intended to be descriptive of the type and quality of product the District desires to purchase. Any exceptions or substitutions to the Bid Scope & Specification must be clearly noted on Bid-Form Schedule. District reserves the right to determine if products meet equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.

13. Confidential Information. Bids containing confidential proprietary technical information or trade secrets which if publicly disclosed may cause substantial injury to the Bidder's competitive position must be clearly noted. It is the bidder's responsibility to clearly note any confidential design information as such.

14. Pre-bid Inspection. N/A

15. Subcontractors. Subcontractors are not allowed on this project. IRS regulations require all employees be issued a W-2 form. Any worker issued a 1099 in lieu of or in conjunction with a W-2 will be considered a sub-

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contractor. At any time during the contract the District may request payroll records to verify workers are employees and not subcontractors.

16. Special Conditions.

- a.** Bid prices shall be F.O.B. Destination, Freight Pre-paid and allowed to Las Virgenes Municipal Water District's Tapia Water Reclamation Facility, 731 Malibu Canyon Road, Calabasas, CA 91302 or other designated address within the District's service area.
- b.** Any and all related fees associated with this bid shall be included in Bid Form-Schedule and extended bid total. The District is located in Los Angeles County which, as of the date of this invitation to bid, has a sales tax rate of 9.5%.
- c.** Any exceptions or modifications to the Bid Scope & Specifications or District's Standard Purchase Order Terms and Conditions (Exhibit A) proposed by bidder must be clearly noted in area provided on Bid-Form Schedule.
- d.** District has 90 days from the bid due date to accept bid pricing.

**Las Virgenes Municipal Water District
Bid Form-Schedule
Ferric Chloride**

The undersigned states and declares as follows: that the bidder has carefully read and examined the Bid Documents; Bid Notice; Instruction to Bidders; Bid Specifications including exhibits; Bid Form-Schedule; and that the bidder will comply with the bid terms and conditions. The undersigned agrees to supply and deliver materials in strict conformity with the specifications and instructions enclosed with the Invitation for Bids for the prices set forth below in this bid schedule.

It is understood that this bid shall remain open and shall not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of the bid.

It is further agreed that the materials/services to be furnished under this bid shall be delivered at such time and in such quantities as called for by the Las Virgenes Municipal Water District. The District may extend the term of this contract by written notice to the supplier at the end of the contract period.

CONTRACT TERM as follows: initial contract term shall be good for one (1) year from date of contract execution. Four (4) additional one (1) year renewals may be negotiated at the District's option.

Materials to be furnished under this bid shall be delivered FOB Destination Freight Pre-Paid and Allowed to Las Virgenes Municipal Water District's Tapia Water Reclamation Facility, 731 Malibu Canyon Road, Calabasas, CA 91302 in the manner set forth in the Bid Scope and Specifications.

All bidders are required to submit the following information with their bid

- Completed Bid Form-Schedule (2 pages)
- Product information/technical data sheet
- Global Harmonized System-Safety Data Sheet (GHS-SDS)

The bidder's authorized officer identified below hereby declares that the representations in this bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California, and that I am duly authorized to bind this bidder to this bid.

>>>continued on next page<<<

Bid Item No.	Quantity	Unit of Measure UOM	Description Refer to Bid Scope & Specifications for detailed description	Unit Price	Extended Price
1.	150	Dry ton	Ferric Chloride		
			CA Sales Tax	9.5%	
			Total Bid	\$	

Written Total Bid Amount:

Notes or Exceptions:

Addendum Acknowledgement:

Addendum #1 Signed: _____

Addendum #2 Signed: _____

Bidder:

Corporate Name of Bidder

Date

By: _____
Authorized Signature

Title: _____

Print Name

E-mail

Phone

Phone

Address

Fax

**Las Virgenes Municipal Water District
Ferric Chloride**

Overview:

The District is seeking bids for an annual contract for the supply and delivery of Ferric Chloride to its Tapia Water Reclamation Facility. Initial contract shall be for one (1) year with a provision for four (4) additional one (1) year renewals at the District's option.

General Information:

The District uses ferric chloride to minimize the formation of hydrogen sulfide in raw sludge as it is pumped to the District's Rancho Las Virgenes Composting Facility for processing. Orders for bulk truck transfer trailer loads, averaging 10 dry ton, are placed approximately once a month. The intent of this bid is to establish an annual purchase order "PO" contract with four possible one-year renewals to ensure favorable pricing based on total volume. Order releases will be made by District staff throughout the course of the PO contract period. Estimated quantity is an annual amount for a five year period, based on past use, and subject to change while pricing shall remain firm.

Quantity:

It is projected that approximately 150 dry tons will be used annually, 750 dry tons over a five year period.

Unit of Measure:

Unit of measure shall be dry ton; quantity in dry ton = (weight in pounds x percent of Ferric + Ferrous Chloride)/2000 pounds.

Specifications:

- Ferric Chloride Solution (FeCl₃)
- Approximately 37-42% by weight suitable for water treatment
- Hydrochloric Acid (HCl) content less than 0.5%
- Heavy Metals Content less than 200 ppm
 - Cadmium, chromium (total), cobalt, copper, lead, mercury, silver, and zinc
- Total Metals not to exceed 1000 ppm
- Specific Gravity 1.430 at 60° F (37-42% by weight)

Additional Conditions:

1. Samples: Prior to award of bid and execution of contract supplier may be required to provide samples for jar testing at no charge for 30 days to ensure proposed product meets District process requirements
2. Delivery:
 - a. Stated unit price must include delivery to the District's Tapia Water Reclamation Facility located at 731 Malibu Canyon Road, Calabasas, CA 91302
 - b. Product shall be delivered via truck transfer trailer load within 3 business days (Monday-Friday) after receipt of District's order.

- c. Delivery shall occur during off-peak hours of 7:00 a.m. to 3:30 p.m. and must be coordinated with Tapia Water Reclamation Facility operations personnel.
 - d. Delivery vehicle shall be in good condition and operated by supplier. Vehicle shall conform to all applicable state, federal, and local regulations. Vehicle must be fully maintained and be able to safely transport and deliver chemical.
 - e. Delivery driver shall be trained and experienced in handling the chemical, including being trained to stop chemical flow in the event of an emergency. Proof of this training and experience may be required by the District at any time during the contract period.
 - f. Posted speed limit at delivery location shall be observed at all times.
 - g. Supplier is responsible for pumping unit and piping to permit safe transfer of chemical to District's stationary bulk container/tank/holding facility. Any needed hoses, fittings, and other appurtenances shall be provided by supplier in good working condition and absent of any leaks.
 - h. Unloading at time of delivery shall be done in a safe manner in the presence of a District plant operator. Appropriate protective clothing shall be worn and safe practices and procedures shall be followed at all times.
 - i. Product will not be considered delivered and title will not transfer until it has been safely off loaded into the District's stationary container/tank/holding facility by supplier.
3. Quantity:
- a. Quantity listed in Bid Scope & Specifications is an estimate; bid pricing shall remain firm while actual quantity will vary. No minimum is guaranteed.
 - b. Quantity shall be determined by empty and full weight certificates generated at the supplier's location on a certified truck scale. Copies of weighmasters's certificates must be provided for each delivery with a Bill of Lading/Packing List at time of delivery.
4. Unit of Measure: Unit of measure on bid form-schedule is dry ton; unit cost shall include all aspects listed in these Bid Scope and Specifications.
5. Invoice: A separate invoice is required for each delivery. Invoices shall be paid within 30 days of receipt of correctly prepared invoice or receipt of the product, whichever is later.
6. Pricing: All orders placed during the contract period shall receive contract pricing. Orders placed at end of contract period shall receive pricing as of that day.
7. Sales Tax: Product is subject to California Sales & Use Tax.
8. Regulatory Guidelines: Supplier must comply with all federal, local, state, and other governing body regulatory guidelines applicable to the supply and delivery of this product at all times, including but not limited to OSHA.
9. Compliance: District may require supplier to furnish an affidavit of product compliance with the specifications, a certified chemical analysis, and preventative maintenance schedule of delivery truck unloading compressor at any time during the contract period.
10. Contract: Refer to Exhibit A for the District's PO Terms and Conditions. Any exceptions to these terms and conditions must be clearly noted in exceptions section of the Bid Form-Schedule.
11. Emergency Contact: Supplier must supply a 24 hour emergency contact phone number to the District.

Purchase Order Terms and Conditions

1. **Acceptance.** By accepting this Purchase Order, Vendor agrees to comply with these terms and conditions. Vendor shall sell and deliver, and Las Virgenes Municipal Water District (the "District") shall purchase, the goods, material and/or items described above (the "Goods"). The Goods must comply with this Purchase Order and the notice inviting bids and information to bidders, (if any). The Goods shall be new (unless stated otherwise on this Purchase Order), sold and purchased at prices set forth above.
2. **Delivery.** Vendor's carrier shall deliver the Goods FOB at the location set forth above. Vendor to pay all freight costs unless otherwise noted on front of Purchase Order; FOB Destination Freight Prepaid and Allowed. Goods shall be delivered no later than the date set forth above. Time is of the essence. Any delivery of Goods prior to issuance of a Purchase Order shall be at the Vendors sole risk. The District will not be obligated to return or pay for any Goods delivered without a Purchase Order. It will be the Vendors responsibility to pick up any Goods delivered without a Purchase Order.
3. **Compliance with Law.** The design and manufacture of the Goods shall comply with all applicable federal, state and local laws and regulations.
4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.
5. **Risk of Loss.** Vendor shall bear the risk of loss of or damage to Goods until such time as District takes actual possession of Goods by moving them from the point of delivery.
6. **Substitutions.** No substitution will be permitted without the written consent of District. If Vendor proposes any substitution, Vendor guarantees that the substitution is equal in quality, capacity, durability, ease of maintenance, and ease of installation to the Goods originally specified.
7. **Changes.** District, by written order, may delete Goods to be supplied under this Purchase Order, and the Purchase Order price will be equitably reduced and the Purchase Order shall be modified in writing accordingly. District, by written order, may order an increase in Goods to be supplied, and the Purchase Order price will be equitably increased. If unit prices are stated, the reduction or increase shall be calculated at the unit prices stated in the Purchase Order. If no unit prices are stated, Vendor shall promptly, at the request of District, quote prices, and District shall promptly accept or reject the quote.
8. **Blanket or Annual Purchase Orders.** For Blanket or Annual Purchase Orders, the quantity amounts reflect estimated needs of the District for the term of the order and actual quantity purchased may vary higher or lower.
9. **Inspection and Testing.** All Goods will be subject to final inspection and approval after delivery. Payment for the Goods will not constitute final acceptance. Vendor at its cost shall remove and replace any Goods that District designates as nonconforming or defective. District's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of the Purchase Order.
10. **Indemnification.** Vendor shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, lawsuits, administrative proceedings, arbitrations, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of breach of this Purchase Order or negligent or wrongful act of Vendor. This indemnification provision shall not apply to claims, liability, loss or damage caused by the sole negligence or willful misconduct of District.
11. **Warranty.** Vendor warrants that all Goods and related services to be supplied by it under this Purchase Order are fit and sufficient for the purpose intended; that all Goods and related services will conform to the specifications, drawing samples or other descriptions specified by the District; that the Goods are new, merchantable, good quality and free from defects (whether patent or latent) in material and workmanship; that all workmanship and Goods to be provided are of the best grade and quality; and, that it has good and clear title to all Goods to be supplied by it and the same are free and clear from all liens, encumbrances and security interests. For a period of one year after delivery of the Goods, Vendor shall at its own expense replace or repair defective Goods at the request of District.
12. **Payment.** Payment will be made within 30 days after receipt of a properly prepared invoice or receipt of goods, whichever is later. District may withhold 10% of the price until the Goods are installed, tested, and operating. District shall pay all applicable sales and use taxes. The District is not responsible for payment of any Good delivered without a valid Purchase Order in effect.
13. **Force Majeure.** Except for defaults of Seller's subcontractors at any tier, neither District nor Vendor shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the party whose performance is so affected shall so notify the other party's authorized representative in writing and, at District's option, this Purchase Order shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience.
14. **Termination.** District may terminate this Purchase Order at any time with or without cause and such termination shall not constitute default. In the event of partial termination, Vendor is not excused from performance of the non-terminated balance of work under this Purchase Order. The District shall pay the vendor for any portion of the order that is completed prior to termination.
15. **Integration.** This Purchase Order constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior and contemporaneous negotiations, representations and agreements, either oral or written, that may be related to the subject matter of this Purchase Order, except those other documents that are expressly referenced in this Purchase Order.
16. **Severability.** If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Waiver.** The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Purchase Order shall not be deemed a waiver with respect to any subsequent default or matter. No payment by District to Vendor shall be considered or construed to be an approval or acceptance of any defective goods or any other breach or default.
18. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Purchase Order, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, litigation costs and costs of suit.
19. **Disputes.** If a dispute arises in any way arising out of or relating to this Agreement or the breach thereof, or relating to its application or interpretation, the aggrieved party will notify the other party of the dispute in writing within twenty days after such dispute arises and the parties will meet and confer within thirty days after delivery of such notice to attempt to resolve the dispute. If the parties are unable to resolve the dispute to their mutual, the District reserves its right to seek appropriate legal remedies.
20. **Remedies.** Except as otherwise provided herein, the rights and remedies of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies.
21. **Insurance.** Any vendor performing a service on District property or a District job site is required to have insurance. The District's minimum standard insurance requirements are as follows: General Liability with \$1 million per occurrence and \$2 million aggregate, Insured Autos \$1 million, and Worker's Compensation CA State Statutory Requirements. Additional insurance may be required. If so, it will be stated on front of PO or other related contract documents. Insurance certificates and endorsements specifically naming "Las Virgenes Municipal Water District, its officers, employees, and agents" as additional insured are required before any work is performed.
22. **Rentals.** For the purpose of calculating rental periods, one day is 24 hours (from time of delivery), one week is seven calendar days and one month is 30 calendar days, unless specified otherwise on the front of Purchase Order. Items are to be considered off rent at the time a pick-up is called in to vendor.
23. **Assignment.** Vendor shall not assign, sell or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the District.
24. **Modifications.** Any modifications or exceptions to these Terms and Conditions will be stated on the front of the Purchase Order.