



City of Palo Alto

City Council Staff Report

(ID # 7393)

Report Type: Consent Calendar

Meeting Date: 11/28/2016

Summary Title: Approval of a BPO for Hauling of Construction Material Debris

Title: Approval of Two Blanket Purchase Orders for Hauling and Disposal of Construction Material Debris from the Municipal Service Center to an Off-Site Facility for the Utilities and Public Works Departments with a Total Not-to-Exceed Amount of \$3,507,233 from November 1, 2016 to June 30, 2019 with (a) Dillard Trucking Inc. (\$1,494,085); and (b) with TMT Enterprises, Inc. (\$2,013,148); and Finding of CEQA Exemption Pursuant to Guideline 15301(b)-(c) Maintenance of Existing Facilities

From: City Manager

Lead Department: Utilities

Recommendation

Staff recommends that Council:

- 1) Approve and authorize the City Manager or his designee to execute two blanket purchase orders for hauling and disposal of construction material debris from December 1, 2016 through June 30, 2017 with a total not-to-exceed amount of \$3,507,233 with (a) Dillard Trucking Inc. (Dillard) in an amount not to exceed \$1,494,085; and (b) with TMT Enterprises, Inc. (TMT) in an amount not to exceed \$2,013,148 (for TMT).
- 2) Find that approval of these two Blanket Purchase Orders are categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines 15301(b)-(c) (operation, repair, maintenance of existing facilities).

Background

The City's Public Works and Utilities Departments are responsible for the maintenance, repair, replacement and construction of City streets, sidewalks and underground utilities. These activities generate substantial construction material debris that must be picked up, hauled away and disposed of at an appropriate location.

The ongoing maintenance and operation of the City's Utilities Department (CPAU) produces several thousand tons of construction material debris annually including: mixed concrete and asphalt rubble, clean fill dirt and mixed dirt and concrete/asphalt rubble. Construction debris produced by the Public Works department includes clean concrete rubble, clean asphalt grindings, yard waste and brush material.

Prior to the full closure of the City's landfill in July 2011, both the Utilities and Public Works departments were able to utilize the landfill for disposal of several thousand tons of construction debris annually at substantially reduced costs. There were also no hauling fees incurred by the City when using the landfill. As the final capping and grading of the landfill was being completed, City departments were encouraged to dispose of clean dirt at the landfill at no charge. Both departments were able to reduce hauling fees by disposing of clean dirt at the landfill.

In August 2014 a Request for Quotation (RFQ# 154872) was issued to supply construction material to the Utilities, Public Works and Community Services Departments. The RFQ also included a solicitation to remove and dispose of construction material debris for both CPAU and the Public Works department. Several vendors responded to the RFQ and TMT Enterprises was awarded the three year contract from 2014-2017 (Staff Report ID# 5111). The successful bid for the hauling service was \$383,000 for the first year with a 3% escalation rate for each of the next two years. Because this solicitation combined construction material purchases and delivery *along with* hauling services, Staff has realized this limited the number of vendors able to respond to the RFQ. In addition, over the past two years, Staff has seen hauling costs escalate substantially. Considering the limited vendor pool on the initial RFQ and the rising hauling costs, Staff made the decision to publish an RFQ for hauling services only. The existing Blanket Purchase Order for hauling services will be terminated once a new contract is in place.

Discussion

Due to the high volume of construction in both Utilities and Public Works, it is essential that there is a reliable system in place to dispose of the large amounts of construction debris resulting from these activities. Once the City's landfill closed and was no longer an option for disposing of construction material, it was necessary to locate a new disposal site and to have the material delivered to the location. The award of the hauling contract in 2014 provided a solution. However, over the term of the contract the costs associated with the hauling service have increased considerably.

There are several factors contributing to the increased costs for this service. The hauling service provider, TMT Enterprises, uses the disposal facilities at Zanker Recycling (located in San Jose) to dispose of the construction materials. Since TMT became the City's hauling service provider in 2014 the fees charged by Zanker Recycling have increased 22.5%. This increase in fees translates to a substantial increase in associated per-ton costs.

In addition, changes in the work of Utilities operations have increased the amount of debris being produced. The amount of tonnage of material debris from Utilities construction activities alone has increased from an average of 1,730 tons in 2014 to 4,200 tons in 2015, an increase of over 130%. While debris hauling in 2015 was particularly high due to an unusually high incidence of water leaks, the Utilities Department has also changed its techniques for installing water services and has seen an increase in the number of water services it is installing. This is a result of new fire code requirements requiring fire sprinklers in residences, which often triggers an upgrade of the water service. The Department is also seeing an increase in the number of sewer lateral replacements associated with new development projects. These changes in work practices contribute to an increase in hauling material and associated expenses.

Along with cost increases associated with the final closure of the landfill, the escalation in fees related to construction debris disposal over the past two years, and the increased volume of debris being hauled, both the Utilities and Public Works departments have experienced substantially increased operating costs. In addition, the current vendor, TMT Enterprises, is not always available for hauling away the differing types of debris. As a result of these concerns, staff solicited new proposals for hauling services only. The intent was to allow the City to seek more current pricing from multiple vendors, ensure the contract reflects the new expenses and volumes of debris being produced, and solicit from a wider range of vendors, including vendors who provide only hauling services. In addition, the RFQ was structured so that Staff would be able to choose from multiple vendors to provide backup providers when the primary provider is not available.

Bidding and Selection Process

A Request for Quotation (RFQ #164060) was issued on July 14, 2016 and closed on July 26, 2016. Bids were received from two qualified vendors. The RFQ included the City’s option to award the contract to multiple vendors. It was determined that Dillard Trucking, Inc., and TMT Enterprises, Inc. were the lowest responsive and responsible bidders. An advantage of awarding the contract to more than one vendor is it allows Staff to direct hauling services for specific materials towards the provider with the lowest costs to the City.

Bids were requested for hauling clean concrete rubble, clean asphalt grindings, mixed concrete and asphalt rubble, clean fill dirt, mixed dirt and concrete/asphalt rubble and yard waste and brush material. Bid results are shown in Table 1:

Table 1

Vendor	Year 1	Year 2	Year 3	TOTAL
Dillard Trucking, Inc.	\$713,000	\$727,260	\$741,840	\$2,182,100
TMT Enterprises, Inc.	\$694,500	\$763,950	\$840,280	\$2,298,730

Although Dillard Trucking, Inc. was shown to be the lowest bidder based on the multi-year total, closer scrutiny revealed differences in the hauling costs based on material type. A breakdown of the material cost per item is shown in Table 2:

Table 2

	Year 1		Year 2		Year 2	
	Dillard	TMT	Dillard	TMT	Dillard	TMT
Clean concrete rubble cost per ton	\$65.00	\$13.50	\$66.30	\$14.85	\$67.63	\$16.33
Clean asphalt grindings cost per ton	\$65.00	\$13.50	\$66.30	\$14.85	\$67.63	\$16.33
Mixed concrete and asphalt rubble cost per ton	\$65.00	\$13.50	\$66.30	\$14.85	\$67.63	\$16.33
Clean fill dirt cost per ton	\$33.00	\$68.50	\$33.66	\$75.35	\$34.33	\$82.88
Mixed dirt and concrete/asphalt rubble cost per ton	\$45.00	\$68.50	\$45.90	\$75.35	\$46.82	\$82.88
Yard waste and brush material cost per ton	\$65.00	\$76.50	\$66.30	\$84.15	\$67.63	\$92.56

As shown in Table 2, Dillard Trucking Inc. was the lowest bidder for three types of material and TMT Enterprises was the low bidder on three other types of material. Staff's review of the submitted bids determined that flexibility in vendor selection, vendor availability and consideration of material type would be the most cost effective outcome for the City. Staff contacted both vendors and informed them that the City planned to award the contract to two vendors. Both Dillard Trucking Inc. and TMT Enterprises Inc. are in agreement with this decision. Table 3 shows the expected amount to be spent over each year of the contract based on 2015 actual tonnage hauled.

Table 3

Vendor	Year 1	Year 2	Year 3	TOTAL
Dillard Trucking, Inc.	\$342,148	\$348,991	\$355,983	\$1,047,122
TMT Enterprises, Inc.	\$21,144	\$23,258	\$25,576	\$69,978
TOTAL:	\$363,292	\$372,249	\$381,559	\$1,117,100

Should any one of the selected vendors be unavailable, staff is keeping in place the option to contact the alternate vendor so that construction material debris hauling can continue without any interruption in service. To enable that to occur, staff is requesting purchasing authority for each vendor sufficient for that vendor to fulfill the City's hauling needs on their own in the event the other vendor ceases to be available. Staff determined the requested Blanket Purchase Order amount based on actual FY2015 tonnage with a 10% contingency, using the bid amounts shown in Table 2. The requested blanket authority for each vendor is reflected in Table 4, below.

Table 4

Vendor	Year 1	Year 2	Year 3	TOTAL
Dillard Trucking, Inc.	\$488,193	\$497,956	\$507,936	\$1,494,085
TMT Enterprises, Inc.	\$608,217	\$669,039	\$735,892	\$2,013,148

Resource Impact

Staff determined the not-to-exceed amount for each vendor based on a 10% increase of actual tonnage hauled in fiscal year 2015 and fees submitted by each vendor. At the time service is required, Staff will determine the vendor based on the lowest bid submitted for each material type. Staff is requesting approval for the maximum amount for each vendor, which allows staff to use one vendor to provide all the hauling service during the duration of the contract if the other vendor fails to fulfill its obligations under the contract. However, it is Staff’s expectation that the hauling costs will be approximately \$1,117,100, during the term of the contract, divided amongst both vendors.

Funding for the hauling and disposal of construction debris is available in the FY17 Utility and Public Works Operating and Capital Improvement Budgets. Funding for contract years two and three are contingent upon annual appropriation and approval of funds.

Policy Implications

Authorization of these blanket purchase orders does not represent any change to existing policy. Both vendors associated with this contract, Dillard Trucking Inc. and TMT Enterprises Inc., will deliver the construction material to various quarries in the Bay Area depending on material type. The quarries receiving the construction debris will recycle the material into base rock, road base, asphalt and clean dirt.

Environmental Review

Council’s approval of the two blanket purchase orders for hauling and disposal of construction debris from existing Utilities and Public Works facilities is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines 15301(b)-(c) (operation, repair, maintenance of existing facilities), thus no environmental analysis is required.

Attachments:

- Attachment A: RFQ 154872-August 2014 Request for Quotation (PDF)
- Attachment B: Staff Report ID 5111 (PDF)
- Attachment C: RFQ 164060 July 2016 Off Haul Services (PDF)
- Attachment C: RFQ 164060 Off Haul Services B1 (PDF)



CITY OF
**PALO
ALTO**

August 7, 2014

The City of Palo Alto, Purchasing and Contract Administration, on behalf of the Utilities Department,
PWO Division, requests a quotation for:

PROJECT TITLE:

“SAND, ROCK AND ASPHALT FOR UTILITIES CONSTRUCTION”

REQUEST FOR QUOTATION (RFQ) NUMBER 154872

RFQ DUE DATE: TUESDAY, AUGUST 26, 2014, 3:00 P.M.

Documents will not be accepted after 3:00 P.M., Tuesday, August 26, 2014

Table of Contents:

SECTION I	Cover Page Request for Quotation and Bidder Required Information (including submittal instructions)*
SECTION II	Insurance Requirements Purchase Order Terms and Conditions
SECTION III	Specifications and Bidder's Bid Pages*

*Complete, sign and submit forms as instructed in the RFQ. Failure to complete and/or submit these forms may cause rejection of your Bid.

FOR BID DOCUMENTS: CONTACT PURCHASING AND CONTRACT ADMINISTRATION
(650) 329-2271

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page) (Date on Each Page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

August 7, 2014

In response to this Request for Quotation (RFQ), the undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the specifications herein referred to; and the Bidder proposes and agrees, if this Bid is accepted, that the Bidder will contract with the City of Palo Alto (City), to provide all necessary materials, and furnish the specified requirements in this RFQ, in the manner herein prescribed and at the prices stated in the Bid.

Project Title

SAND, ROCK AND ASPHALT FOR UTILITIES CONSTRUCTION

City of Palo Alto Request for Quotation (RFQ) number:

154872

Quotation Due Date

Quotation acceptance period closes (your quotation must be received by purchasing and contract Administration not later than) 3:00 p.m., Tuesday, August 26, 2014.

Buyer/Contracts Administrator

Renee Howard
Telephone Number: (650) 496-5900

Project Manager

Todd Seeley
Telephone Number: (650) 496-5945

Specifications

The specifications or scope of work included have been prepared to describe the standard quality, performance, and other characteristics needed to meet city requirements. The city will accept alternate proposals of a designed material, product, thing, service, "or equal", and will determine if such alternate proposals are satisfactory in meeting a mandatory requirement or specification and if the proposed alternate meets the intent of the original mandatory requirement.

Term of Agreement

City intends to issue a Blanket Order to provide for the purchase and delivery of sand, backfill rock and asphalt material for Utilities construction, and various materials for the Community Services Department, Parks Division. A City of Palo Alto representative will issue a Blanket Order for each department for the purchase of goods and services as-requested and authorized basis. Quantities specified in the Bidder Bid Pages are approximate and total of the bid will be used for the purpose of selecting the lowest responsible bidder. Base on prior year's activity, the yearly expenditures is estimated to \$325,000 per year. The term of the pricing agreement shall be effective on the date of award and shall expire June 30, 2017 for a maximum of 36 consecutive months, subject to:

Firm price for the initial term of the pricing agreement;

City of Palo Alto City Council's annual approval of each current year's budget and appropriation of funds;

The Vendor's compliance with the terms and conditions as established by this RFQ;

The Vendor's satisfactory performance, and timely compliance with the requirements of this RFQ; and

Firm pricing for the two optional twelve (12) month term extensions, as set forth herein.

Note: If a price increase is to apply to the City's optional contract extensions specify such in the space provided on each bid schedule.

Notwithstanding the foregoing, City may terminate the agreement, with or without cause, by providing ten (10) days written notice.

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page) (Date on Each Page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

Contract Award

The contract, if awarded, shall be awarded to the lowest responsive and responsible bidder. The lowest bid shall be the lowest total of the bid prices quoted on the Bid Schedule. This total is being used for the purpose of determining the lowest bid. The City reserves the right to award more than one contract from this solicitation.

Pursuant to Palo Alto Municipal Code Section 2.30.440, a responsible bidder is a bidder determined by the awarding authority:

- (1) To have the ability, capacity, experience and skill to perform the work, or provide the goods and/or services in accordance with the bid specifications;
- (2) To have the ability to perform the contract within the time specified;
- (3) To have the equipment, facilities and resources of such capacity and location and location to enable the bidder to perform the contract;
- (4) To have the ability to provide, as required, future maintenance, repair, parts and service for the use of goods purchased;
- (5) To have a record of satisfactory or better performance under prior contracts with the city or others; and
- (6) To have complied with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the bidder.

F.O.B. Point

Prices shall be F.O.B. Destination, Freight Prepaid. Price shall include all applicable transportation and delivery charges. See Bid Schedule for delivery point.

Submittal of Documents

Submit documents by delivering or mailing to the Manager of Purchasing and Contract Administration (fax responses shall not be accepted). Bidders assume the risk of the method of dispatch chosen:

(Delivery in person or by other carriers)

(US Mail only)

City of Palo Alto
Purchasing and Contract Administration
Mezzanine, Civic Center
250 Hamilton Avenue, MS-MB
Palo Alto, CA 94301

City of Palo Alto
Purchasing and Contract Administration
Mail Stop - MB
PO Box 10250
Palo Alto, CA 94303

Marking instructions

All Bids/Quotations and accompanying documents shall be submitted in a sealed envelope. The outside of the envelope shall be marked, and identified in the manner specified below:

Quotation Enclosed

Project Title: SAND, ROCK AND ASPHALT FOR UTILITIES CONSTRUCTION

Request for Quotation number RFQ154872

Bidder/Company name, and return address.

Complete, sign and submit the RFQ/Bidder Information, Nondiscrimination Certification, and Bidder Bid Pages with your quotation. Failure to complete and/or submit these forms may cause rejection of your quotation. All quotations must be submitted on these forms.

Decision to Reject

The City reserves the right to reject any or all quotations, to waive any informalities contained therein, and to select quotations on an item-by-item basis. The City reserves the right to award more than one contract from this solicitation. No quotation may be withdrawn for a period of sixty (60) days following the date of bid opening. The terms and conditions (the provisions) that shall govern any resulting agreement between City and the Lowest Responsible Bidder are contained in this RFQ. No charges of any kind will be allowed unless specifically made part of your quotation and are specified in your response.

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page) (Date on Each Page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

Exceptions

To the specifications or requirements issued must be itemized and justified in writing and included with proposals or quotations submitted.

Taxes

Quotations shall include all applicable federal, state and local taxes, import duties, commissions or other charges.

Bidder Information

Provide the information requested below or indicate "not applicable", if appropriate:

A. Name and Address of Bidder (Company) – also provide "Remit To" address if different:

Telephone Number: _____ Facsimile number: _____

E-Mail: _____ Website: _____

B. Bidder is a:

- California Corporation
- Corporation organized under the laws of the State of _____
with head offices located at _____
and offices in California at _____

Limited Liability Company
List name of managing member(s):

Sole Proprietorship _____ proprietor.

- Partnership
- Limited Liability Partnership

List names of general partners; state which partner or partners are managing partner(s)

Other (attach Addendum with explanatory details)

C. Have you (or your firm) previously worked for the City of Palo Alto? ____ Yes, or ____ No (if "Yes", list above, or if necessary, provide information on additional sheets).

D. Contractors license, number/type (if required): _____

E. The Bidder represents that it has not retained a person to solicit or secure a City contract (upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee) except for

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page) (Date on Each Page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

retention of bona fide employee or bona fide established commercial selling agencies for the purpose of securing business.

- F. During the Quotation process there may be changes to the Quotation documents, which would require an issuance of an addendum or addenda. City disclaims any and all liability for loss, or damage to any Bidder who does not receive any addendum issued by City in connection with this RFQ. Any Bidder in submitting a Quotation is deemed to waive any and all claims and demands Bidder may have against City on account of the failure of delivery of any such addendum to Bidder. Any and all addenda issued by City shall be deemed included in this RFQ, and the provisions and instructions therein contained shall be incorporated to any Quotation submitted by Bidder.

To assure that all Bidders have received each addendum, the following acknowledgment and sign-off is required. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the Bid:

Addendum number(s) received: 1; 2; 3; 4; 5; 6; 7; 8; 9

Or, _____ No Addendum/Addenda Were Received (check and initial).

- G. The firm and individuals listed below, certify that: they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment

Signature must be the same signature as appears in *Bidder Bid Pages*:

Officer*

(Signature)

(Printed name of signatory)

(Title of signatory)

Or,

The undersigned certifies that the Bidder is not a corporation, and is not subject to the requirements of California Corporations code, and hereby agrees to, and accepts the terms and conditions of this RFQ.

(Signature)

(Printed name of signatory)

(Title of signatory)

BIDDER (COMPANY): _____ DATE: _____
 (Fill in name on each page) (Date on Each Page)

SECTION II – INSURANCE REQUIREMENTS AND TERMS AND CONDITIONS OF PURCHASE

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page) (Date on Each Page)

SECTION II – INSURANCE REQUIREMENTS AND TERMS AND CONDITIONS OF PURCHASE

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.

BIDDER (COMPANY): _____

DATE: _____

(Fill in name on each page)

(Date on Each Page)

SECTION II – INSURANCE REQUIREMENTS AND TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE/AGREEMENT: City of Palo Alto (City) reserves the right to reject any and all quotations, to waive any informalities, and, unless otherwise specified by Seller, to accept any item in a quotation. By accepting or filing this Purchase Order (P.O.), Seller agrees to the terms and conditions herein which shall prevail over any inconsistent provision in any form or other paper submitted by Seller. All shipments or services performed shall be deemed to have been made pursuant hereto. No other terms are acceptable. This P.O., including all specifications and drawings, shall constitute the entire agreement between the parties unless modified in writing by City.

CITY'S PROPERTY: Seller agrees that the information, tools, jigs, dies, or materials, and drawings, patterns, and specification supplied or paid for by City shall be and remain City property and shall be held by Seller for City unless directed otherwise. Seller shall account for such items and keep them protected, insured, and in good working conditions without expense to City.

DELIVERY: The terms of delivery are as stated on the reverse side hereof. The obligation of Seller to meet the delivery dates, specifications, and quantities set forth herein is of the essence of this P.O. No boxing, packing, or cartage charge will be allowed unless authorized by this P.O. Deliveries are to be made both in quantities and at times specified herein or, if not, such quantities and times are specified pursuant to City's written instruction. Items not delivered may be canceled without penalty to City. Shipments in greater or lesser quantity than ordered may be returned at Seller's expense unless written authorization is issued by City.

PRICES: The price which Seller charges in filling this P.O. shall not be higher than Seller's most recent quote or charge to City for such materials, supplies, services and/or installations unless City expressly agrees otherwise in writing. Notwithstanding the prices set forth in the P.O. City shall receive the benefit of any general reduction in the price of any item(s) listed herein which may be made by Seller at any time prior to the last delivery of goods or services covered by this P.O.

TERMINATION: City shall have the right to terminate this P.O. or any part thereof upon ten (10) days notice in writing to Seller.

(1) Without Cause. City may terminate all or any part of this P.O. without cause. Any claim by Seller for damages due to termination without cause must be submitted to City within thirty (30) days after effective date of termination.

(2) For Cause. If Seller fails to make any delivery in accordance with the agreed delivery date, delivery schedule, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this P.O., City may, in addition to any other right or remedy provided by this P.O. or by law, terminate all or any part of this P.O. in writing without any liability of City with respect to Seller at any time during the term of this P.O. In the event of termination for cause, City may purchase supplies or services elsewhere on such terms or in such manner as City may deem appropriate and Seller shall be liable to City for any cost and other expenses incurred by City, which is charged to City.

CHANGES: City shall have the right at any time by written notice via P.O. Change Order to Seller to make changes in the specifications, the quantity of items called for, delivery schedules, and requirements covering testing, packaging, or destination. Any claim by Seller for adjustment under this clause shall be deemed waived unless made in writing within ten (10) days after receipt by Seller of notice of such change. Price increases or extensions of time for delivery shall not be binding on City unless evidenced by a P.O. Change Order issued by City's Purchasing Manager.

INSPECTION: City shall have the right to inspect and approve or reject any materials, supplies, services and/or installations upon arrival of notice of completion prior to payment without regard to the manner of shipment, completion, or any shipping or price terms contained in this P.O. All materials, supplies, services and/or installations must be furnished as specified.

(1) Defective, damaged, and nonconforming materials and/or supplies may be returned for credit or refund, at Seller's expense. City may charge Seller for all expenses of unpacking, examining, repacking and reshipping of such materials and/or supplies.

(2) Defective, incorrect and nonconforming services and/or installations may be returned for credit or refund, at Seller's expense. All of the above notwithstanding prior payment by City

(3) Seller's obligations to waive defects that exist.

WARRANTY: Seller expressly warrants that all materials, supplies, services and/or installations covered by this P.O. shall:

(1) conform to the specifications, drawings, samples, or other descriptions specified by City or if none are so specified, to Seller's standard specification or the standards of the ASTM or ANSI or other national standard organizations;

(2) be new and unless specified to the contrary on the face hereof, will be free from defects in material and workmanship and will be free of all liens and encumbrances and will conform to any affirmation of facts made on the container or label;

(3) be adequately contained, packaged, marked, labeled and/or provided in compliance with all applicable federal and state laws and regulations (including materials deemed hazardous);

(4) be performed within the rules and regulations of the Occupational Safety and Health Act of 1970 (as amended);

(5) be produced or transferred or disposed of as required by federal and state laws and regulation under the conditions of the Toxic Substances Control Act, the Hazardous Materials Control and Hazardous Waste Regulations; and other toxic laws and programs.

Seller further expressly agrees to protect, indemnify, and hold harmless City, its employees and agents for any loss, damage, fine, liability, fee (including reasonable charges and fees) or expense arising in connection with or resulting from Seller's failure to furnish materials or supplies or perform services that conform with any warranty contained herein.

(6) have good marketable title.

GOVERNING LAW: This P.O. shall be governed by the laws of the State of California.

INDEPENDENT CONTRACTOR, INSURANCE: Seller certifies, by acceptance, that he/she is an independent contractor. Seller shall protect, defend, and indemnify and hold City harmless against all damages, liability, claims, losses and expenses (including attorney's fees) arising out of, or resulting in any way from Seller's negligence in providing the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees, or subcontractors, Seller shall maintain such public liability insurance, including contractual liability, automobile and general public liability, (including non-owned automobile liability) Worker's Compensation, and employer's liability insurance as well adequately protect City against such damage, liabilities, claims, losses, and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by City.

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page) (Date on Each Page)

SECTION II – INSURANCE REQUIREMENTS AND TERMS AND CONDITIONS OF PURCHASE

EQUAL OPPORTUNITY CLAUSE: By acceptance of this P.O., Seller certifies it is in compliance with the Equal Opportunity Clause required by Executive Order 11246, as amended, and the Palo Alto Municipal Code, as amended, including Affirmative Action Compliance Programs for Veterans; Handicapped; and Minority Business, and other equal opportunity programs.

FORCE MAJEURE: City may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such materials, supplies, services and or installations at the direction of City and shall deliver them when the cause affecting the delay has been removed. City shall be responsible only for Sellers= direct additional costs in holding the goods or delaying performance of this P.O. and City's request. Seller shall also be excused if delivery is delayed by unforeseen events beyond its reasonable control, provided Seller notifies City as soon as they occur. City may cancel this P.O. if such delay exceeds thirty (30) days form the original delivery date. Seller shall use its best efforts to grant preference to this P.O. over those of other customers, which were placed after this P.O.

AUTHORITY OF AGENT OR FACTOR: Seller represents that, whenever it executes this P.O. on behalf of a third party as an agent or factor, it shall disclose the existence of the agency or factor relationship to City. Seller shall be deemed to have the legal authority to enter into this P.O. with City on behalf of the third party.

INTERPRETATION OF CONTRACT DOCUMENTS: In the event of a conflict between the terms of this P.O. and the attached specification with respect to any obligation of Seller, the provision which impose the greater obligations upon Seller shall prevail.

BIDDER (COMPANY): _____ DATE: _____
 (Fill in name on each page) (Date on Each Page)

SECTION III – SPECIFICATIONS & BIDDERS PAGES

City Council/City Manager _____ Name of Company _____
 City of Palo Alto
 Palo Alto, California

In response to this Request for Quotation (RFQ), the undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the specifications herein referred to; and the Bidder proposes and agrees, if this Bid is accepted, that the Bidder will contract with the City of Palo Alto (City), to provide all necessary materials, and furnish the specified requirements in this RFQ, in the manner herein prescribed and at the prices stated in the Bid.

No charges of any kind will be allowed unless specifically made part of your quotation and are specified in your response. The City reserves the right to reject any or all quotations and to select quotations on an item-by-item basis.

Project Title: **Sand, Rock and Asphalt for Utilities Construction,
 Request for Quotations
 Number RFQ 154872**

Quotation Due Date: 3:00 p.m., Tuesday, August 26, 2014

Bid Schedule A: For Water, Gas, and Wastewater (WGW) FY 14/15

BID ITEM	APPROX. QTY.	UNIT	DESCRIPTION, WITH UNIT PRICE IN WORDS APPROXIMATE ANNUAL USAGE (PRICE INCLUDES SHIPPING AND TAXES)	UNIT PRICE	TOTAL ITEM PRICE
A1	2,000	Ton	Clean Sand, Salt-Free and Clay-Free (Felton*): (*Utility Trench sand from Quail Hollow is acceptable) Sand must be free of debris and free of all organic materials, including seashells, and shall be of such size that 90 percent to 100 percent will pass a No. 4 sieve and not more than 5 percent will pass a No. 200 sieve. _____ (Price per ton in words)	\$	\$
A2	3,000	Ton	Class 2 Recycled or virgin Aggregate Base Rock: _____ (Price per ton in words)	\$	\$
A3	1,000	Ton	Class 2 Permeable (Virgin only) - 3/4" Crushed Rock: _____ (Price per ton in words)	\$	\$
A4	500	Ton	3/4" Crushed Drain Rock (D/R): _____ (Price per ton in words)	\$	\$
A5	335	Ton	1 1/2" Crushed Drain Rock (D/R): _____ (Price per ton in words)	\$	\$

BIDDER (COMPANY): _____ DATE: _____
 (Fill in name on each page) (Date on Each Page)

SECTION III – SPECIFICATIONS & BIDDERS PAGES

BID ITEM	APPROX. QTY.	UNIT	DESCRIPTION, WITH UNIT PRICE IN WORDS APPROXIMATE ANNUAL USAGE (PRICE INCLUDES SHIPPING AND TAXES)	UNIT PRICE	TOTAL ITEM PRICE
A6	500	Ton	Cutback Asphalt, 3/8" Cold/Mix (45CLDMIX): (Price per ton in words)	\$	\$
Bid Schedule Total (items A1 through A6, with all applicable taxes included)				\$	
(Total Price in words)					
<p>Upon Renewal as per terms and conditions for A: For Water, Gas, and Wastewater (WGW) FY 14/15. If no price increase is to apply, enter "0."</p> <p>Escalation Rate for YEAR 2 7/1/15 to 6/30/2016 (if any): _____ (Blank equals zero)</p> <p>Escalation Rate for YEAR 3 7/1/16 to 6/30/2017 (if any): _____ (Blank equals zero)</p>					

Bid Schedule B: For Community Services Department, Parks Division FY 14/15

BID ITEM	APPROX. QTY.	UNIT	DESCRIPTION, WITH UNIT PRICE IN WORDS APPROXIMATE ANNUAL USAGE (PRICE INCLUDES SHIPPING AND TAXES)	UNIT PRICE	TOTAL ITEM PRICE
B1	300	Ton	Baseball Infield Mix Mix shall be 70% red lava cinders, 1/8" fines mixed with 30% wilder clay. There shall be no substitute for wilder clay (Price per ton in words)	\$	\$
B2	800	Cubic Yard	Topdressing mix- A Mix shall be 40% sand, 20% redwood nitrified sawdust, and 40% loam. Mix must be free/screened of rocks, trash, clumps, or other large debris. (Price per cubic yard in words)	\$	\$
B3	800	Cubic Yard	Topdressing mix - B Mix shall be 70% TD-320 kiln dried sand, 30% organic compost (1/4" minus). Mix must be free/screened of rocks, trash, clumps, or other large	\$	\$

BIDDER (COMPANY): _____ DATE: _____
 (Fill in name on each page) (Date on Each Page)

SECTION III – SPECIFICATIONS & BIDDERS PAGES

BID ITEM	APPROX. QTY.	UNIT	DESCRIPTION, WITH UNIT PRICE IN WORDS APPROXIMATE ANNUAL USAGE (PRICE INCLUDES SHIPPING AND TAXES)	UNIT PRICE	TOTAL ITEM PRICE
			debris. (Price per cubic yard in words)		
B4	300	Ton	Decomposed Granite: Stabilized California Gold Fines. (Price per ton in words)	\$	\$
B5	600	Cubic Yard	Redwood Nitrified Sawdust (Price per cubic yard in words)	\$	\$
B6	400	Cubic Yard	Organic Compost (1/4" minus) Mix must be free/screened of rocks, trash, clumps, or other large debris. (Price per cubic yard in words)	\$	\$
B7	1,000	Ton	Greens Topdress G8 Sand % Sand 98.2 % Silt (.05- .002 mm) <1.3 % Clay (<.002 mm) <1.0 <u>% Retained on USGA mm (US mesh)</u> Gravel 2.0 (10) 0.6 Very course sand 1.0 (18) 3.4 Course Sand 0.5 (35) 20.7 Medium sand 0.25 (60) 49.1 Fine sand 0.15 (100) 19.6 Very fine sand 0.05 (270) 5.0 All sand shall be sub-angular with a medium sphericity (Price per ton in words)		

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page) (Date on Each Page)

SECTION III – SPECIFICATIONS & BIDDERS PAGES

BID ITEM	APPROX. QTY.	UNIT	DESCRIPTION, WITH UNIT PRICE IN WORDS APPROXIMATE ANNUAL USAGE (PRICE INCLUDES SHIPPING AND TAXES)	UNIT PRICE	TOTAL ITEM PRICE
Bid Schedule Total (items B1 through B7, with all applicable taxes included)				\$	
_____ (Total Price in words)					
<p>Upon Renewal as per terms and conditions for B: For Parks FY 14/15 If no price increase is to apply, enter "0."</p> <p>Escalation Rate for YEAR 2 7/1/15 to 6/30/2016 (if any): _____ (Blank equals zero)</p> <p>Escalation Rate for YEAR 3 7/1/16 to 6/30/2017 (if any): _____ (Blank equals zero)</p>					

TOTAL SCHEDULE A (Includes all three years) _____

TOTAL SCHEDULE B (Includes all three years) _____

GRAND TOTAL _____

Optional Bid Items – the haul away should take place after the delivery of new material.

BID ITEM	APPROX. QTY.	UNIT	DESCRIPTION, WITH UNIT PRICE IN WORDS (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES)	UNIT PRICE	TOTAL ITEM PRICE
01	1,500	Ton	Clean concrete rubble _____ (Price per ton in words)	\$	\$
02	1,500	Ton	Clean asphalt grindings _____ (Price per ton in words)	\$	\$
03	2,000	Ton	Mixed concrete and asphalt rubble _____ (Price per ton in words)	\$	\$
04	2,000	Ton	Clean fill dirt _____ (Price per ton in words)	\$	\$

BIDDER (COMPANY): _____ DATE: _____
 (Fill in name on each page) (Date on Each Page)

SECTION III – SPECIFICATIONS & BIDDERS PAGES

BID ITEM	APPROX. QTY.	UNIT	DESCRIPTION, WITH UNIT PRICE IN WORDS (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES)	UNIT PRICE	TOTAL ITEM PRICE
05	3000	Ton	Mixed dirt and concrete/asphalt rubble _____ (Price per ton in words)	\$	\$
06	3000	Ton	Yard waste and brush material _____ (Price per ton in words)	\$	\$

“Prices quoted above shall remain firm for the initial period and shall include all applicable taxes, regulatory fees, environmental fees, dead head fees, fuel charges and all transportation and delivery charges as necessary to perform the requirements of this RFQ. Pricing shall also include an allowance for fuel price increase during the contract period. Requests for price adjustments during the contract period will not be allowed. In the event that your quotation includes a provision for price adjustments during the two additional contract extensions; the increase shall also include and allowance for any fuel surcharge during the additional contract periods.”

NET TERMS OF SALE: _____

Minimum number of hours' notice required for delivery (state number of hours): _____

Quantities

Material quantities as specified are approximate and no guarantee is implied that the exact amount will be purchased. Orders will be placed during the contract period on an as needed basis.

Lowest Responsible Bidder

The lowest bid shall be the lowest bid price on the Total of the Bid Schedule. Reference Section I, *Contract Award* for additional lowest responsible bidder information.

DELIVERY: Delivery terms shall be **F.O.B. Destination, Freight Prepaid** in accordance with the attached terms and conditions.

Delivery point:

City of Palo Alto
 Municipal Service Center
 3201 E. Bayshore Road
 Palo Alto, CA 94303

Signature(s) must be the same signature(s) as appear(s) in Part II, *Bidder Information*, of this RFQ:

Firm: _____

Signature: _____

Name: _____
 (Print or type name)



City of Palo Alto
City Council Staff Report

(ID # 5111)

Report Type: Consent Calendar

Meeting Date: 11/10/2014

Summary Title: Approval of Blanket P.O. for Delivery and Off Haul of Construction Materials for Utl, PWKS & ASD

Title: Request for Approval of a Blanket Purchase Order with TMT Enterprises in an Amount Not to Exceed of \$2,407,850 to be the Primary Supplier of New Construction Materials and Haul Away of Construction Debris from the Municipal Service Center to Off-Site Recycling and Disposal for the Utilities, Community Services and Public Works Department for a Three Year Period from October 27, 2014 through October 26, 2017

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council:

- 1) Approve and authorize the City Manager or his designee to execute a blanket purchase order with TMT Enterprises, Inc. for delivery of new construction materials and haul away of construction debris in the amount not to exceed \$779,013 for the first year; and
- 2) Approve and authorize the City Manager or his designee to authorize a blanket purchase order for two additional years in the amount not to exceed \$802,383 for the second year, and \$826,454 for the third year based on the proposer's escalation rate of 3% annually. The total amount not to exceed for the term of the three year blanket purchase order is \$2,407,850.

Background

The City has three different departments using the various products that were solicited for in RFQ #154872. The Utilities Department uses construction materials

such as sand, gravel and asphalt cold mix for back fill and restoration of trenches while Parks Department purchase top soil, organic compost and infield mix for landscaping and restoration of playgrounds. The blanket purchase order will also be used by Public Works and Utilities departments for off hauling construction debris such as used asphalt, concrete and dirt to a landfill or a recycling center for proper disposal or reuse.

Discussion

Due to a high volume of construction and maintenance activities that occur continually throughout the year, it is vital that the City have a reliable supplier of sand, rock and gravel products year-round. Of equal importance is the ability to remove unwanted materials for city premises in a timely manner. Doing so frees up valuable space that is used to store construction material for operational needs, and also to ensure that adequate materials are on-hand in the event of an emergency that would require construction work to take place.

Bidding and Selection Process

A Request for Quotation (RFQ) was sent to select vendors and to builder exchanges on August 6, 2014. Bids were received from six qualified vendors on August 26, 2014. Only two suppliers bid on all of the requirements of the solicitation, and TMT Enterprises was determined to be the lowest responsible bidder.

As shown in Table 1 below, only two suppliers bid on all of the items that were listed in the bid package.

Table 1

RFQ #154872 Results				
Company Bidding	Bid for Schedule A (For Utilities Department)	Bid for Schedule B (For Parks Department)	Haul-Away Costs (Utilities and Public Works)	Total Cost
TMT Enterprises	\$188,062.45	\$207,951.00	\$383,000.00	\$779,013.45
LS Trucking	\$234,240.00	\$391,930.00	\$586,250.00	\$1,212,420.00

E.J. Pires Trucking	156,555.55	No Bid	\$564,120.00	\$720,675.55
Quikrete California	\$65,000 (no bid on multiple items)	No Bid	No Bid	\$65,000
Lyngso	\$164,963.25 (no bid on one item)	\$85,065.00 (no bid on multiple items)	No Bid	\$250,028.25
Graniterock	\$222,461.90	\$40,880.00 (bid on one item only)	No Bid	\$263,341.90

Staff is recommending that Council approve and authorize the blanket purchase order for delivery and off haul of construction material to TMT Enterprises. After evaluation of all the bids, staff chose TMT based on the contractor's ability to deliver all raw materials and haul away the construction debris at the lowest cost. TMT Enterprises has been the City's supplier of raw construction materials for several years, and has a proven track record of delivering a quality product in a timely manner. TMT also has diligently worked with the on-site City staff to coordinate delivery and pick up time on the same trip, thus shortening the storage time of construction debris at City facilities.

Resource Impact

Funding for the purchase of material under this purchase order is available in the FY 2015 Public Works, Utility, and Community Services Department's operating and Infrastructure Reserve budget. Funding for contract years two and three are contingent upon annual appropriation of funds.

Policy Implications

Authorization of the blanket order does not represent any change to the existing policy.

Environmental Review

The blanket order being supplied is in conformance with all applicable emissions laws and regulations. This purchase is categorically exempt from the California Environmental Quality Act under the CEQA guidelines (Sections 15061 and 15301(c)).

ATTACHMENT C



July 14, 2016

The City of Palo Alto, Purchasing and Contract Administration, on behalf of the Utilities Department, WGWDivision, requests a quotation for:

PROJECT TITLE:

On-Call Off-Haul Services

REQUEST FOR QUOTATION (RFQ) NUMBER 164060

RFQ DUE DATE: TUESDAY, JULY 26, 2016, 3:00 P.M.

Documents will not be accepted after 3:00 P.M., Tuesday, July 26, 2016

Table of Contents:

SECTION I	Cover Page Request for Quotation and Bidder Required Information (including submittal instructions)*
SECTION II	Insurance Requirements Purchase Order Terms and Conditions
SECTION III	Specifications and Bidder's Bid Table*

*Complete, sign and submit forms as instructed in Planet Bids. Failure to complete and/or submit these forms may cause rejection of your Bid.

FOR BID DOCUMENTS: PLANET BIDS

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page) (Date on Each Page)

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

July 14, 2016

In response to this Request for Quotation (RFQ), the undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the specifications herein referred to; and the Bidder proposes and agrees, if this Bid is accepted, that the Bidder will contract with the City of Palo Alto (City), to provide all necessary materials, and furnish the specified requirements in this RFQ, in the manner herein prescribed and at the prices stated in the Bid. Prevailing wages apply to these services.

Project Title

“OFF-HAUL SERVICES”

City of Palo Alto Request for Quotation (RFQ) number:

164060

Quotation Due Date

Quotation acceptance period closes (your quotation must be received by Planet Bids) 3:00 p.m., Tuesday July 26, 2016.

Buyer/Contracts Administrator

Carolynn Bissett
Telephone Number: (650)329-2460

Project Manager

Althea Carter
Telephone Number: (650) 496-5976

Specifications

The specifications or scope of work included have been prepared to describe the standard quality, performance, and other characteristics needed to meet city requirements. The city will accept alternate proposals of a designed material, product, thing, service, “or equal”, and will determine if such alternate proposals are satisfactory in meeting a mandatory requirement or specification and if the proposed alternate meets the intent of the original mandatory requirement.

Term of Agreement

City reserves the right to award multiple Blanket Purchase Orders to provide for the purchase and delivery of On-Call Off-Haul Services as required by the Utilities Department, Water-Gas-Wastewater Division. A City of Palo Alto representative will issue work orders for services on an as-requested and authorized basis. Quantities specified in the Bidder Bid Pages are approximate and total of the bid will be used for the purpose of selecting the lowest responsible bidder. The term of the pricing agreement shall be effective on the date of award and shall expire June 30, 2017, and may be extended by City for up to an additional two (2) 12-month periods for a maximum of 36 months, subject to:

Firm price for the initial term of the pricing agreement;

City of Palo Alto City Council's annual approval of each current year's budget and appropriation of funds;

The Vendor's compliance with the terms and conditions as established by this RFQ;

The Vendor's satisfactory performance, and timely compliance with the requirements of this RFQ;
and

Firm pricing for the two optional twelve (12) month term extensions, as set forth herein.
(Please check Bid Pages for price escalation clause for 2nd and 3rd year.)

Note: If a price increase is to apply to the City's optional contract extensions specify such in the space provided on each bid schedule.

Notwithstanding the foregoing, City may terminate the agreement, with or without cause, by providing ten (10) days written notice.

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

Blanket Purchase Order Award

The blanket purchase order, if awarded, shall be awarded to the three lowest responsive and responsible bidders. The lowest bids shall be the lowest total of the bid prices quoted on the Bid Table. This total is being used for the purpose of determining the lowest bid. City retains to award blanket purchase orders (BPOs) to multiple contractors. City will award a not-to-exceed amount based on the needs of the department.

Pursuant to Palo Alto Municipal Code Section 2.30.440, a responsible bidder is a bidder determined by the awarding authority:

- (1) To have the ability, capacity, experience and skill to perform the work, or provide the goods and/or services in accordance with the bid specifications;
- (2) To have the ability to perform the contract within the time specified;
- (3) To have the equipment, facilities and resources of such capacity and location and location to enable the bidder to perform the contract;
- (4) To have the ability to provide, as required, future maintenance, repair, parts and service for the use of goods purchased;
- (5) To have a record of satisfactory or better performance under prior contracts with the city or others; and
- (6) To have complied with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the bidder.

F.O.B. Point

If applicable, prices shall be F.O.B. Palo Alto, 3201 East Bayshore Road, Palo Alto. Freight Prepaid. Price shall include all applicable transportation and delivery charges. .

Submittal of Documents

In order to submit bids to the City of Palo Alto you must comply with the following:

- The Bidder shall email one (1) Adobe PDF type file of its quote to Planet Bids.

All proposals shall be submitted to: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>

Proposals must be received no later than 3:00 p.m. on Tuesday, July 26, 2016. All proposals received after that time will be returned to the Proposer deemed as disqualified.

Complete, sign and submit the RFQ/Bidder Information, Nondiscrimination Certification, and Bidder Bid Pages with your quotation. Failure to complete and/or submit these forms may cause rejection of your quotation. All quotations must be submitted on these forms.

Delivery Requirements

Services are required to be delivered within 48 hours requested and shall be of the essence; therefore, the quote or bid shall include the delivery time. In some instances, the City may specify only a maximum number of days for delivery of services and will use this delivery date as part the criteria to determine the award. The purchase order to be awarded is for a specific quantity purchased at one time.

Decision to Reject

The City reserves the right to reject any or all quotations, to waive any informalities contained therein, and to select quotations on an item-by-item basis. The City reserves the right to award more than one contract from this solicitation. No quotation may be withdrawn for a period of sixty (60) days following the date of bid opening. The terms and conditions (the provisions) that shall govern any resulting agreement between City and the Lowest Responsible Bidder are contained in this RFQ. No charges of any kind will be allowed unless specifically made part of your quotation and are specified in your response.

Exceptions

To the specifications or requirements issued must be itemized and justified in writing and included with proposals or quotations submitted.

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

Taxes

Quotations shall include all applicable federal, state and local taxes, import duties, commissions or other charges.

Bidder Information

Provide the information requested below or indicate “not applicable”, if appropriate:

A. Name and Address of Bidder (Company) – also provide “Remit To” address if different:

Telephone Number: _____ Facsimile number: _____

E-Mail: _____ Website: _____

B. Bidder is a:

- California Corporation
- Corporation organized under the laws of the State of _____,
with head offices located at _____,
and offices in California at _____.

Limited Liability Company
List name of managing member(s):

Sole Proprietorship _____ proprietor.

Partnership

Limited Liability Partnership

List names of general partners; state which partner or partners are managing partner(s)

Other (attach Addendum with explanatory details)

C. Have you (or your firm) previously worked for the City of Palo Alto? _____ Yes, or _____ No (if “Yes”, list above, or if necessary, provide information on additional sheets).

D. Contractors license, number/type (if required): _____

E. The Bidder represents that it has not retained a person to solicit or secure a City contract (upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee) except for retention of bona fide employee or bona fide established commercial selling agencies for the purpose of securing business.

SECTION I – REQUEST FOR QUOTATION (RFQ) AND BIDDER REQUIRED INFORMATION

F. During the Quotation process there may be changes to the Quotation documents, which would require an issuance of an addendum or addenda. City disclaims any and all liability for loss, or damage to any Bidder who does not receive any addendum issued by City in connection with this RFQ. Any Bidder in submitting a Quotation is deemed to waive any and all claims and demands Bidder may have against City on account of the failure of delivery of any such addendum to Bidder. Any and all addenda issued by City shall be deemed included in this RFQ, and the provisions and instructions therein contained shall be incorporated to any Quotation submitted by Bidder.

To assure that all Bidders have received each addendum, the following acknowledgment and sign-off is required. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the Bid:

Addendum number(s) received: 1; 2; 3; 4; 5; 6; 7; 8; 9

Or, _____ No Addendum/Addenda Were Received (**check and initial**).

G. The firm and individuals listed below, certify that: they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment

Signature must be the same signature as appears in *Bidder Bid Pages*:

Officer*

(Signature)

(Printed name of signatory)

(Title of signatory)

Or,

The undersigned certifies that the Bidder is not a corporation, and is not subject to the requirements of California Corporations code, and hereby agrees to, and accepts the terms and conditions of this RFQ.

(Signature)

(Printed name of signatory)

(Title of signatory)

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	<i>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</i>			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. **A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND**
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. **PRIMARY COVERAGE**

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.

SECTION III – SPECIFICATIONS & BIDDERS PAGES

Bidder's Response and Acceptance

In response to this Request for Quotations (RFQ), the undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the specifications herein referred to; and the Bidder proposes and agrees, if this Bid is accepted, that the Bidder will contract with the City of Palo Alto (City), to provide all necessary materials, and furnish the specified requirements in this RFQ, in the manner herein prescribed and at the prices stated. Note: Prevailing Wages apply to these services.

Project Title: **Off-haul Services
Request for Quotations (RFQ) number 164060**

Quotation Due Date: **3:00 P.M., TUESDAY, JULY 26, 2016**

Bid Schedule for Haul Away of Construction Material Debris

BID ITEM	APPROX QTY	UNIT	DESCRIPTION, WITH UNIT PRICE IN WORDS (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES)	UNIT PRICE	TOTAL ITEM PRICE
01	1,500	Ton	Clean concrete rubble <hr/> (Price per ton in words)	\$	\$
02	1,500	Ton	Clean asphalt grindings <hr/> (Price per ton in words)	\$	\$
03	1,000	Ton	Mixed concrete and asphalt rubble <hr/> (Price per ton in words)	\$	\$
04	1,000	Ton	Clean fill dirt <hr/> (Price per ton in words)	\$	\$
05	5,000	Ton	Mixed dirt and concrete/asphalt rubble <hr/> (Price per ton in words)	\$	\$
06	3,000	Ton	Yard waste and brush material <hr/> (Price per ton in words)	\$	\$
GRAND TOTAL					\$

Upon renewal as per terms and conditions (if no price increase is to apply, enter "0").

Escalation Rate for YEAR 2 for the period 7/1/17 to 6/30/18 (if any):
 _____ (Blank equals zero)

Escalation Rate for YEAR 3 for the period 7/1/18 to 6/30/19 (if any):
 _____ (Blank equals zero)

BIDDER (COMPANY): _____ DATE: _____
(Fill in name on each page) (Date on Each Page)

SECTION III – SPECIFICATIONS & BIDDERS PAGES

Prices quoted above shall remain firm for the initial period and shall include all applicable taxes, regulatory fees, environmental fees, **dead head fees**, fuel charges and all transportation and delivery charges as necessary to perform the requirements of this RFQ. Pricing shall also include an allowance for fuel price increase during the contract period. **Requests for price adjustments during the contract period will not be allowed.** In the event that your quotation includes a provision for price adjustments during the contract extensions; the increase shall also include an allowance for any fuel surcharge during the additional contract periods.

Material quantities are approximate and no guarantee is implied that the exact amount will be off-hauled per visit. Requests for service will be placed during the contract period on an as needed basis.

LOWEST RESPONSIBLE BIDDER:

The lowest bids shall be the lowest grand total of the bid prices for all three years. This grand total is being used for the purpose of determining the lowest responsible bidders.

QUANTITIES: Material quantities as specified are approximate and no guarantee is implied that the exact amount will be purchased.

DELIVERY: Delivery terms shall be **F.O.B. Destination, Freight Prepaid** in accordance with the attached terms and conditions. Delivery of all off-haul services and accessories shall take place no later than **2 days** after the order for services is placed.

PAYMENT TERMS _____ DELIVERY ARO: _____

Signature must be the same as signature(s) in Section I – Request for Quotation and Bidder Required Information.

Signature:

(Signature)

(Print name)

TERMS AND CONDITIONS

ACCEPTANCE. THIS AGREEMENT IS LIMITED TO THE CITY'S STANDARD TERMS AND CONDITIONS HEREOF WHICH INCLUDES ANY EXHIBITS REFERENCED.

GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

INTEREST OF CONTRACTOR. IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS NOT A CONTRACT OF EMPLOYMENT IN THE SENSE THAT THE RELATION OF MASTER AND SERVANT EXISTS BETWEEN THE CITY AND UNDERSIGNED. AT ALL TIMES **CONTRACTOR** SHALL BE DEEMED TO BE AN INDEPENDENT CONTRACTOR AND IS NOT AUTHORIZED TO BIND **CITY** TO ANY CONTRACTS OR OTHER OBLIGATIONS. IN EXECUTING THIS AGREEMENT, **CONTRACTOR** CERTIFIES THAT NO ONE WHO HAS OR WILL HAVE ANY FINANCIAL INTEREST UNDER THIS AGREEMENT IS AN OFFICER OR EMPLOYEE OF **CITY**.

INSURANCE. **CONTRACTOR** AGREES TO PROVIDE THE INSURANCE SPECIFIED IN THE "INSURANCE REQUIREMENTS" FORM ISSUED HERewith. IN THE EVENT SELLER IS UNABLE TO SECURE A POLICY ENDORSEMENT NAMING THE CITY OF PALO ALTO AS AN ADDITIONAL INSURED UNDER ANY COMPREHENSIVE GENERAL LIABILITY OR COMPREHENSIVE AUTOMOBILE POLICY OR POLICIES. **CONTRACTOR** SHALL AT A MINIMUM, AND ONLY WITH THE WRITTEN APPROVAL OF **CITY'S RISK MANAGER** OR DESIGNEE, CAUSE EACH SUCH INSURANCE POLICY OBTAINED BY IT TO CONTAIN AN ENDORSEMENT PROVIDING THAT THE INSURER WAIVES ALL RIGHT OF RECOVERY BY WAY OF SUBROGATION AGAINST **CITY**, ITS OFFICERS, AGENTS, AND EMPLOYEES IN CONNECTION WITH ANY DAMAGE, CLAIM, LIABILITY PERSONAL INJURY, OR WRONGFUL DEATH COVERED BY ANY SUCH POLICY. EACH SUCH POLICY OBTAINED BY **CONTRACTOR** SHALL CONTAIN AN ENDORSEMENT REQUIRING THIRTY (30) DAYS WRITTEN NOTICE FROM THE INSURER TO **CITY** BEFORE CANCELLATION OR CHANGE IN THE COVERAGE, SCOPE OR AMOUNT OF SUCH POLICY.

CONTRACTOR SHALL PROVIDE CERTIFICATES OF SUCH POLICIES OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO **CITY'S** RISK MANAGER, TOGETHER WITH EVIDENCE OF PAYMENT OF PREMIUMS, TO **CITY** AT THE COMMENCEMENT OF THIS AGREEMENT, AND ON RENEWAL OF THE POLICY, OR POLICIES, NOT LATER THAN TWENTY (20) DAYS BEFORE EXPIRATION OF THE TERMS OF ANY SUCH POLICY.

TERMINATION. THIS AGREEMENT MAY BE TERMINATED BY **CITY** UPON TEN (10) DAYS WRITTEN NOTICE TO **CONTRACTOR**. MONIES THEN OWING BASED UPON WORK SATISFACTORILY ACCOMPLISHED SHALL BE PAID TO **CONTRACTOR**.

CHANGES. THIS AGREEMENT SHALL NOT BE ASSIGNED OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE **CITY**. NO CHANGES OR VARIATIONS OF ANY KIND ARE AUTHORIZED WITHOUT THE WRITTEN CONSENT OF THE **CITY'S** PURCHASING MANAGER.

AUDITS. **CONTRACTOR** AGREES TO PERMIT **CITY** TO AUDIT, AT ANY REASONABLE TIME DURING THE TERM OF THIS AGREEMENT AND FOR THREE (3) YEARS THEREAFTER, **CONTRACTOR'S** RECORDS PERTAINING TO MATTERS COVERED BY THIS AGREEMENT. **CONTRACTOR** FURTHER AGREES TO MAINTAIN SUCH RECORDS FOR AT LEAST THREE (3) YEARS AFTER THE TERM OF THIS AGREEMENT.

NO IMPLIED WAIVER. NO PAYMENT, PARTIAL PAYMENT, ACCEPTANCE, OR PARTIAL ACCEPTANCE BY **CITY** SHALL OPERATE AS A WAIVER ON THE PART OF **CITY** OF ANY OF ITS RIGHTS UNDER THIS AGREEMENT.

CITY'S PROPERTY. TITLE TO **CITY'S** PROPERTY FURNISHED TO **CONTRACTOR** SHALL REMAIN IN THE **CITY**. **CONTRACTOR** SHALL NOT ALTER OR USE PROPERTY FOR ANY PURPOSE, OTHER THAN THAT SPECIFIED BY **CITY**, OR FOR ANY OTHER PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF **CITY**. **CONTRACTOR** SHALL STORE, PROTECT,

PRESERVE, REPAIR AND MAINTAIN SUCH PROPERTY IN ACCORDANCE WITH SOUND PROFESSIONAL PRACTICE, ALL AT **CONTRACTOR'S** EXPENSE.

NON-DISCRIMINATION. NO DISCRIMINATION SHALL BE MADE IN THE EMPLOYMENT OF PERSONS UNDER THIS AGREEMENT BECAUSE OF THE RACE, COLOR, NATIONAL ORIGIN, AGE, ANCESTRY, RELIGION, OR SEX OF SUCH PERSON.

WARRANTY. **CONTRACTOR** EXPRESSLY WARRANTS THAT ALL MATERIALS AND SERVICES COVERED BY THIS AGREEMENT SHALL CONFORM TO THE SPECIFICATIONS, REQUIREMENTS, INSTRUCTIONS, OR OTHER DESCRIPTIONS UPON WHICH THIS AGREEMENT IS BASED, SHALL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, OF GOOD MATERIAL AND WORKMANSHIP AND FREE FROM DEFECT AND THAT MATERIALS AND SERVICE OF **CONTRACTOR'S** DESIGN WILL BE FREE FROM DEFECT IN DESIGN, INSPECTION, TEST, ACCEPTANCE, PAYMENT OR USE OF THE GOODS FURNISHED HEREUNDER SHALL NOT AFFECT THE **CONTRACTOR'S** OBLIGATION UNDER THIS WARRANTY, AND SUCH WARRANTIES SHALL SURVIVE INSPECTION, TEST ACCEPTANCE AND USE. **CONTRACTOR** AGREES TO REPLACE, RESTORE, OR CORRECT DEFECTS OF ANY MATERIALS OR SERVICES NOT CONFORMING TO THE FOREGOING WARRANTY PROMPTLY, WITHOUT EXPENSE TO **CITY**, WHEN NOTIFIED OF SUCH NONCONFORMITY BY **CITY**. IN THE EVENT OF FAILURE BY **CONTRACTOR** TO CORRECT DEFECTS IN OR REPLACE NONCONFORMING GOOD OR SERVICES PROMPTLY, **CITY**, AFTER REASONABLE NOTICE TO **CONTRACTOR**, MAY MAKE SUCH CORRECTIONS OR REPLACE SUCH MATERIALS OR SERVICES AND CHARGE **CONTRACTOR** FOR THE COST INCURRED BY THE **CITY** THEREBY.

WORKERS' COMPENSATION. **CONTRACTOR**, BY EXECUTING THIS AGREEMENT, CERTIFIES THAT IT IS AWARE OF THE PROVISION OF THE LABOR CODE OF THE STATE OF CALIFORNIA WHICH REQUIRE EVERY EMPLOYER TO BE INSURED AGAINST LIABILITY FOR WORKERS' COMPENSATION OR TO UNDERTAKE SELF-INSURANCE IN ACCORDANCE WITH THE PROVISION OF THAT CODE, AND CERTIFIES THAT IT WILL COMPLY WITH SUCH PROVISIONS BEFORE COMMENCING THE PERFORMANCE OF THE WORK OF THIS AGREEMENT.

PRICE TERMS.

(a) **EXTRA CHARGES, INVOICES AND PAYMENT.** NO EXTRA CHARGES OF ANY KIND WILL BE ALLOWED UNLESS SPECIFICALLY AGREED TO IN WRITING BY **CITY**.; ALL STATE AND FEDERAL EXCISE, SALES, AND USE TAXES SHALL BE STATED SEPARATELY ON THE INVOICES.

(b) **TRANSPORTATION CHARGES.** ANY TRANSPORTATION CHARGES WITH RESPECT TO WHICH **CONTRACTOR** IS ENTITLED TO RECEIVE REIMBURSEMENT SHALL BE ADDED TO **CONTRACTOR'S** INVOICE AS A SEPARATE ITEM, WITH THE RECEIPTED FREIGHT BILL ATTACHED THERETO.

(c) **CONTRACTOR WARRANTS** THAT THE PRICES FOR MATERIALS OR SERVICES SOLD TO **CITY** UNDER THIS AGREEMENT ARE NOT LESS FAVORABLE THAN THOSE CURRENTLY EXTENDED TO ANY OTHER CUSTOMERS OF THE SAME OR LIKE ARTICLES OR SERVICES IN EQUAL OR LESS QUANTITIES. IN EVENT **CONTRACTOR** REDUCES ITS PRICE FOR SUCH MATERIALS OR SERVICES DURING THE TERM OF THIS AGREEMENT, **CONTRACTOR** AGREES TO REDUCE THE PRICES OR RATES HEREOF CORRESPONDINGLY.

SCHEDULES OR DELIVERY. TIME IS OF THE ESSENCE OF THIS AGREEMENT. **CONTRACTOR** AGREES TO COMPLY WITH THE SPECIFIC SCHEDULE PROVIDED BY THE **CITY** OR AGREED UPON HEREIN WITHOUT DELAY AND WITHOUT ANTICIPATING **CITY'S** REQUIREMENTS. **CONTRACTOR** ALSO AGREES NOT TO MAKE MATERIAL COMMITMENTS OR SCHEDULING ARRANGEMENTS IN EXCESS OF THE REQUIRED AMOUNT OR IN ADVANCE OF THE TIME NECESSARY TO MEET THE SCHEDULE(S) OF THIS AGREEMENT, IF ANY.

TERMS AND CONDITIONS

TRANSPORTATION, PACKAGING & LABELING. ALL MATERIALS OR SERVICES ARE TO BE PROVIDED (a) F.O.B. PALO ALTO UNLESS OTHERWISE SPECIFIED; (b) WITH A PACKING LIST ENCLOSED IN CARTONS, WHICH INDICATE THE AGREEMENT NUMBER, EXACT QUANTITY AND DESCRIPTIONS, CONCERNING ANY MATERIAL SHIPMENTS; (c) AND COMPLY WITH CURRENT PACKAGING AND LABELING REQUIREMENTS PRESCRIBED BY D.O.T.

ENVIRONMENTALLY PREFERRED PURCHASING REQUIREMENTS. Contractor agrees to comply with the City's Environmentally Preferred Purchasing Requirements.

(1) Hazardous Waste:

Contractor shall take-back all spent or otherwise discarded hazardous products sold to the City by the Contractor if the spent or discarded products are classified as hazardous or universal wastes by State or Federal regulations. Contractor shall provide convenient collection and recycling services (or disposal services if recycling technology is unavailable) for all universal wastes, which originate from the Vendor. Hazardous waste manifests or bills of lading must be provided to City staff upon request. Recycling and reuse of hazardous wastes must occur within the United States. Universal waste lists and information are available www.dtsc.ca.gov/HazardousWaste/UniversalWaste/. A hazardous waste list is available at <http://www.calrecycle.ca.gov/LEA/Training/wasteclass/yep.htm>. Additional information can be obtained by contacting the City of Palo Alto Hazardous Waste Department at (650) 496-6980.

(2) Zero Waste:

Contractor shall comply with the waste reduction, reuse and recycling requirements of the City's Zero Waste Program. Contractor acknowledges and agrees that if Contractor fails to fully and satisfactorily comply with these requirements, the City will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Therefore, the Contractor agrees that in addition to all other damages to which the City may be entitled, in the event Contractor fails to comply with the below requirements Contractor shall pay City as liquidated damages the amounts specified below. The liquidated damage amount is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer as a result of such non-compliance.

- Contractors shall adhere to the standard that all printed materials provided to the City that are generated from a personal computer and printer including, proposals, quotes, invoices, reports, and public education materials shall be double-sided, printed on a minimum of 50% post-consumer content paper or greater unless otherwise approved by the City's Environmental Services Division (650) 329-2117. Materials printed by a professional printing company shall be a minimum of 50% post-consumer material or greater and printed with vegetable based inks. Liquidated damages of \$30 per document will be assessed by City for failure to adhere to this requirement.
- All secondary and shipping (tertiary) packaging generated shall first be minimized/reduced to the maximum extent feasible while protecting the product shipped.
- All paper packaging must be Forest Stewardship Council (FSC) Certified.
- Expanded plastics (e.g., foam or cushion blocks, trays, packing "peanuts"), such as but not limited to polystyrene (aka Styrofoam™), polypropylene, or polyurethane shall not be used as secondary or tertiary/shipping packaging. Liquidated damages of \$235 or a minimum of \$50 if the combined product and shipping cost is \$235 or less will be assessed by City for failure to adhere to this requirement.
- All secondary and shipping packaging shall be recyclable in the City's recycling program. A complete list of items accepted for recycling are found at www.zerowastepaloalto.org or by calling (650) 496-5910. If any portion is received that does not meet this requirement, liquidated damages of \$235 or a minimum of \$50 if the combined product and shipping cost is \$235 or less will be assessed by City for failure to adhere to this requirement.
- If approved by the City's Environmental Services Division and Administrative Services Department, a packaging takeback program may be proposed by the vendor or manufacturer for City use if the service is provided at no additional cost to the City. Staff will review proposed takeback programs to ensure the program meets City needs.

- If approved by the City's Environmental Services Division, a packaging requirement may be waived if no other viable alternative exists and not using the current packaging presents the likelihood of product damage.
- Reusable/returnable pallets shall be used and taken back by the Contractor, at no additional cost to the City. Contractor shall provide documentation upon request ensuring reuse of pallets and/or recycling of broken pallets. Liquidated damages of \$262 or a minimum of \$50 if the combined product and shipping cost is \$262 or less will be assessed by City for failure to adhere to this requirement.

(3) Energy and Water Efficiency:

Contractor shall provide products with an ENERGY STAR, Water Sense or State of California standard rating, whichever is more efficient, when ratings exist for those products. A life cycle cost analysis shall be provided to the City upon request and shall at minimum include: first cost, operating costs, maintenance costs, and disposal costs.

Contacts for additional information about City of Palo Alto Hazardous Waste, Zero Waste and Utilities programs:

Hazardous Waste Program (Public Works)

(650) 496-6980

Zero Waste Program (Public Works)

(650) 496-5910

Watershed Protection

(650) 329-2117

Energy Efficiency

(650) 496-2244

(4) Liquidated Damages:

Contractor agrees that failure to comply with the City's Environmentally Preferred Purchasing Requirements will result in Liquidated Damages, according to the table marked Liquidated Damages on page 3 of this P.O.

TERMS AND CONDITIONS OF PURCHASE

NONCOMPLIANCE WITH ENVIRONMENTALLY PREFERRED PURCHASING REQUIREMENTS, LIQUIDATED DAMAGES:

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of liquidated damages; the acceptable performance level, and the amount of liquidated damages for failure to meet the contractually required standards of performance.

Event of Non-Performance	Acceptable Performance Level (Allowed events per Fiscal Year)	Liquidated Damage Amount
Recycled Paper Use		
Failure to use 50% recycled content paper	1	\$30 per each document
Recyclable Packaging Materials		
Failure of Contractor to Use secondary and shipping packaging that is recyclable in the City's recycling program.	1	\$235 or a minimum of \$50 if the combined product and shipping cost is \$250 or less will be incurred if this is not adhered to.
Expanded Foam Plastics		
Unapproved use of expanded foam plastics for secondary or shipping packaging	0	\$235 or a minimum of \$50 if the combined product and shipping cost is \$235 or less
Pallet Use		
Failure of Contractor to take-back and reuse pallets, recycling only broken pallets, at no additional cost to the City.	1	\$262 or a minimum of \$50 if the combined product and shipping cost is \$2 or less

CITY OF PALO ALTO
SPECIFICATIONS FOR
HAUL AWAY OF CONSTRUCTION MATERIAL DEBRIS

INTRODUCTION

The purpose of this Request for Quotation (RFQ) is to select a qualified firm to haul away construction material debris resulting from utility and public works construction activities.

BACKGROUND

The City of Palo Alto owns and operates all of its utilities and serves over 23,000 customers. The Utilities Operations Water, Gas, Wastewater Department manages maintenance and operation of gas and water distribution systems and the wastewater collection system.

The City of Palo Alto's Public Works Department is responsible for the maintenance, repair, replacement and construction of City streets and sidewalks. The responsibilities of the Public Works Department, along with ongoing operation and maintenance in the Utilities operation, generates construction material debris that must be picked up, hauled away and disposed of at an appropriate location.

SCOPE

The contractor shall furnish all labor and equipment necessary to pick up, haul away and dispose of construction material debris resulting from ongoing utilities and public works construction activities. The pick-up location is City of Palo Alto Utilities, Municipal Services Center, 3201 E. Bayshore Rd., Palo Alto, CA 94303. As needed, the City will contact the Contractor Monday through Friday, during the hours of 7am and 12 pm, to request off-haul services. The Contractor will provide the off-haul service within twenty-four (24) hours of receiving the request. The Contractor must comply with all State of California Department of Transportation rules and regulations for truckers, including truck route designations. A City of Palo Alto employee will load the construction debris onto the off-haul vehicle. The construction materials to be off-hauled may include clean concrete rubble, clean asphalt grindings, mixed concrete and asphalt rubble, clean fill dirt, mixed dirt and concrete/asphalt rubble and yard waste and brush material. The contractor will provide the City with written documentation confirming the type of material being hauled away. The Contractor will also provide the City with a copy of the scale ticket from the weight house at the dump site, including the tare weight and the weight of construction debris delivered to the dump site for each load off-hauled. The Contractor shall begin off-hauling construction material debris after the contract has been awarded/approved by the City Council and a Notice to Proceed has been issued.

PREVAILING WAGES

Registration with the California Department of Industrial Relations (DIR) to perform public work is required of all Contractors and subcontractors.

State of California DIR requires private construction contractors to pay prevailing wages to their workers and requires the construction contractor to follow public works law when working on a project funded by a public entity. Prevailing wages are due, in most instances, if the project costs more than \$1,000, and involves the following construction work: new construction, alteration, demolition, installation, repair and maintenance.

Public works contractor registration is required for all contractors who perform construction or construction-related work on public works projects. This work includes tasks such as onsite field surveying, on/off refuse hauling, onsite soil/material testing and onsite building/construction inspecting. All these activities require companies to be registered with the DIR and pay prevailing wages. All workers employed on public works projects must be paid the prevailing wage determined by the Director of the Department of Industrial Relations according to the type of work and location.

TERMS OF AGREEMENT

The City reserves the right to award more than one contract from this solicitation. The contract may be awarded to up to three responsive and responsible bidders whose price is the lowest. A responsive

bidder is one who responds to all of the significant requirements in the solicitation and a responsible bidder is one who is deemed to be capable of supplying the services requested.

The City intends to issue a Blanket Purchase Order to provide for the removal and disposal of construction materials for the Water, Gas and Wastewater utilities and Public Works department. A City of Palo Alto representative will issue a Blanket Purchase Order for each department for the purchase of services as requested and authorized. The City does not pay fuel surcharge fees or dead-head fees, and all pricing should be inclusive of these fees.

The term of the pricing agreement shall be effective on September 1, 2016 and shall expire June 30, 2019 subject to:

- Authorization by the City of Palo Alto City Council to enter into a contract for off-haul services
- Firm pricing for the initial term of the agreement
- City of Palo Alto City Council's annual approval of each current year's budget and appropriation of funds
- The Vendor's compliance with the terms and conditions as established by the RFQ
- The Vendor's satisfactory performance and timely compliance with the requirements of the RFQ
- Firm pricing for the entire term of the contract

Note: If a price increase is to apply to the City's optional contract extensions specify such in the space provided on the bid schedule.