

PUBLIC UTILITY DISTRICT #1 OF LEWIS COUNTY

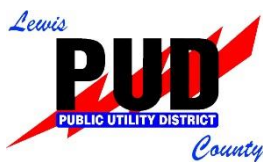
INVITATION TO QUOTE

REQUEST FOR QUOTE #18-07Q

SCRAP METALS & MATERIALS

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07/16/2018

**Invitation to Quote 18-07Q
NOTICE TO SCRAP MATERIALS VENDORS**

Notice is hereby given that Public Utility District No. 1 of Lewis County (Utility) will receive quotations at the Utility's Main Office, 321 NW Pacific Avenue, Chehalis, WA 98532, PO Box 330, Chehalis, WA 98532, via email to jeremyc@lcpud.org, or via fax to (360) 740-2422 no later than 5:00 p.m. on August 3, 2018 for the sale and pick-up of the following material:

**VARIOUS RECYCLABLE METALS & MATERIALS
TWELVE MONTH CONTRACT WITH ONE YEAR EXTENSION**

all as more fully described and subject to the terms and conditions set forth in the Quotation Instructions and Quote Form, on file on the Utility's website (www.lcpud.org), where copies of same may be obtained by prospective quoters.

The Utility will evaluate quotes received on the basis of price and past performance of the bidder. The Utility reserves the right to reject any or all quotation submittals. The Utility will consider alternate proposals that closely approximate the attached terms and conditions but reserves the right to select the proposal best suited to the overall interest of the Utility and award to that vendor.

The contract period is to run from September 1, 2018 to August 31, 2019. Metal prices are to be quoted as +/- cents per lb. of the London Metals Exchange (LME) 3-Month Delivery Prices based on the pricing as of the day of the month of pickup. The Utility will not require vendors to furnish a bid bond at time of opening or a performance bond after award. Based upon past performance, the Utility perceives a high level of integrity with local vendors. However, if problems arise in the sale of materials, bonding requirements may be required on future quotations. The Utility reserves the right to request payment in the form of a certified or cashier's check prior to release of materials.

Requests for clarification or additional information should be directed to:
Jeremy Coiteux, Operations Supervisor, (360) 740-2452, email at jeremyc@lcpud.org.

NOTE:

Quotes must be marked: "SCRAP METALS, QUOTATION NO. 18-07Q" due no later than 5:00 p.m. on August 3, 2018.

Contractor Liabilities

The Contractor shall be responsible for the strict observance by the Contractor's employees of the laws of the United States and of the State of Washington and all local ordinances and regulations. The Contractor shall comply with said laws, ordinances, and regulations.

The Contractor shall be responsible for the preservation of all public and private property and assume all costs for full and complete restoration of any damaged property, facilities, or utilities. In the event the Contractor damages any property, the Contractor shall at once notify the District's representative and make or arrange to make full restitution. Should the Contractor injure any person, the Contractor shall at once make or arrange to make full settlement at Contractor's own expense. The Contractor shall report immediately, in writing to the District's representative all pertinent facts relating to such property damage or personal injury. A written report detailing the ultimate disposition of the claim or injury or damage will be required.

The Contractor shall release, indemnify, and hold harmless the District, its officers, employees, licensees, invitees, agents and all its representatives from all suits, actions, or claims for injury to persons (including death) or property (real or personal, tangible or intangible) of any character arising out of, or in any way connected to, Contractor's performance or failure to perform by omission, from any claim arising or recovered under the Workmen's Compensation Laws or any other law, by-law, ordinance, order or decree or on account of any other act or omission by the Contractor or Contractor's employees, or subcontractors while performing under this contract. This indemnity and hold harmless is to extend to, and include any expense incurred by the District for defense of such suits, actions or claims, including reasonable attorney's fees and costs.

Liability Insurance

The Contractor shall maintain during the life of this contract such Commercial General Liability Insurance, and automobile insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage including loss of use thereof, which may arise from or in consequence of the operations under this contract whether such operations be by the Contractor, any subcontractor or anyone directly or indirectly employed by either of them, with minimum policy limits of \$1,000,000.00 each person/\$2,000,000 each accident for bodily injury/death, \$1,000,000 for property damage, and \$1,000,000 for automobile liability, including that **the District will be named an additional insured.**

Subcontracts or Assignments

Should the Contractor sublet or assign any part of this contract, the Contractor shall be as fully responsible to the District for the acts and omissions of subcontractors and of the persons either directly or indirectly employed by the subcontractors as it is for the acts and omissions of persons directly employed by the Contractor. No subcontract shall be made without prior approval, in writing.

Any person or persons, or any firms or corporations, entering into a subcontract or other agreement with the Contractor to furnish labor under these specifications shall be subject

to all the provisions respecting workers, orders, rates and payments of prevailing wages, hours of labor, and all other provisions regarding employees herein specified.

Equal Employment Opportunity

During the performance of the Agreement, the Contractor for itself, its assigns and successors in interest agrees to comply with U. S. Government regulations as set forth in the Civil Rights Act of 1964 and the Equal Opportunity Act of 1972, that he/she shall not discriminate. Further, the Contractor agrees to comply with all environmental requirements under RCW 43.21.

Attorney's Fees and Venue

If either party brings an action to enforce the contract, or to recover damages for breach of same, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. Venue for any such action shall be in Lewis County District or Superior Court.

QUOTATION INSTRUCTIONS

1. Public Utility District No. 1 of Lewis County (Utility) practices sustainability and encourages our recycling partners to also provide solutions to health, safety and the environment. Responses to this quote are expected to support the goal of sustainability.
2. Quotation Form/Vendor Submittals
Vendor submittals will be accepted on the attached quotation form and in no other manner. Telephone submittals will not be accepted. Quotations (on the Utility's bid form) will be accepted via fax, (360) 740-2422, or email to jeremyc@lcpud.org, or 321 NW Pacific Avenue, Chehalis, WA 98532, or Post Office Box 330, Chehalis, WA 98532 (US Mail), up to the date/time of opening. However, the Utility cannot guarantee confidentiality of fax quotation submittals. It is each vendor's responsibility to ensure submittals are received by the Utility prior to the published date/time of opening.
3. Site Inspection
The Utility encourages vendors to inspect the Utility's disposal site prior to submitting a quotation. The site is located at the Utility's Operations Center, 124 Habein Road, Chehalis, WA, 98532. Hours of inspection are 8:00 - 11:00 AM and 1:00 - 3:00 PM. Utility contact for scheduling a site inspection appointment is Mr. Jeremy Coiteux, at (360) 740-2452.
4. Contract Management
Bi-annual meetings will be required to review contract performance, provide training, and any other items for discussion, and will include an annual review of the price escalation/de-escalation formula, with adjustments if warranted.
5. Scrap Metal Weight
The types of scrap metal listed on the quote form are typical of the metals the Utility disposes of on a regular basis. The weights and types of metals may vary with individual pickups. It is understood that materials will be sold "AS-IS".
6. Award/Payment
The Utility intends to contract with one vendor for the 12 month award period with an option of extending 12 months upon mutual agreement. Proposals will be evaluated and awards made to satisfy the overall best interest of the Utility. Past customer service provided on annual scrap metal quotes will be considered, along with scrap base metal pricing.

The Utility reserves the right to cancel the contract at any time without cause.

Once a month the vendor will submit to the Utility a spreadsheet:

- showing the items picked up
- date of pick up
- pick up ticket number
- weight of each item and the unit price
- LME price for each classification of metal on the day of pickup

After receiving the spreadsheet the utility will reconcile previously collected weights of each material against the spreadsheet submittal and if in agreement with the vendor's total's, will create Sales Order(s) and fax or e-mail to the successful vendor.

7. Pricing/Material Classification

Vendors are to indicate on the quote form LME (3-Month Delivery Price). Classification for the various types of scrap metal which will be used. Quoted prices are to be +/- cents per pound of the designated classification based on the date of pickup.

8. Drop Boxes/Containers

The vendor is to provide containers designated on the bid form on site for accumulation of various metal types. Full containers are to be picked up and an empty container dropped within five (5) working days from notification by Utility.

9. Removal of Material

Material must be picked up at the Utility's Operations Center located at 124 Habein Road, Chehalis, WA 98532, by successful vendor between the hours of 8:00 - 11:00 AM or 1:00 - 3:00 PM. The Utility reserves the right to call for pick-ups at any time and does not guarantee minimum quantities during the contract period. The Utility reserves the right to cancel the award if the successful vendor fails to remove material within the time specified.

Submitted by: _____

QUOTATION NO. 18-07Q

QUOTATION FORM

In compliance with the Invitation, Quotation Instruction, and Quote Form and subject to all terms and conditions hereof, the undersigned offers and agrees if this quotation be accepted within thirty (30) calendar days from the date and time of opening, to pick up at the point as specified, the following surplus material for the purchase price of:

ITEM NO.	DESCRIPTION <i>(all prices based on LME market)</i>	APPROX. QTY PER YEAR.	+/- CENTS PER LB
1.	Aluminum Overhead & Underground Triplex Jacketed & Concentric Cable AAC & ACSR conductor Assorted connectors (1) 25 (min) yd. box	27,000 lb.	\$ _____ /lb. Price as of DATE \$ _____
2.	Copper Bare copper conductor, butt plates Assorted connectors & terminators (1) 4x6 box	10,000 lb.	\$ _____ /lb. Price as of DATE \$ _____
3.	Insulated Copper Weatherproof/Insulated copper (1) 4x6 box	2,000 lb.	\$ _____ /lb. Price as of DATE \$ _____
4.	Brass Silicon/Brass hot-taps Assorted connectors (1) 4x4 box	2,000 lb.	\$ _____ /lb. Price as of DATE \$ _____
5.	Iron Galvanized bolts & hardware Structural steel, guy wire, cabinets (1) 25 (min) yd. box	25,000 lb.	\$ _____ /lb. Price as of DATE \$ _____
6.	Breakage Street light heads, control panels (1) 4x4 box	1,000 lb.	\$ _____ /lb. Price as of DATE \$ _____

ITEM NO.	DESCRIPTION (based on AMM San Francisco Market)	APPROX. QTY PER YEAR.	+/- CENTS PER LB.
7.	Electric Meters (no covers) (1) 4x4 box	1,000 lbs.	\$ _____ /lb. Price as of DATE \$ _____
8.	Electrical PVC, Pipe & fittings** (1) 25 yd. box	N/A	\$ _____ /lb. Price as of DATE \$ _____
9.	Electrical Porcelain** (1) 4x4 box	N/A	\$ _____ /lb. Price as of DATE \$ _____
			\$ _____ /lb. Price as of DATE \$ _____
			\$ _____ /lb. Price as of DATE \$ _____

1. Compliance with pickup terms & container sizes? _____ Yes _____ No
If no, list alternate sizes:

Container	Size	Cubic Yards	Scrap Metal Type(s)

2. Site Inspection performed? _____ Yes _____ No

3. Receipt of Addendum(s) _____ 1 _____ 2 _____ 3 _____ 4

4. Additional information/comments may be attached with submittal.

FIRM _____

Authorized Signature _____

Print Name _____

TITLE _____

ADDRESS _____

_____ ZIP _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____