

COUNTY OF BUTTE

Department of Public Works

REQUEST FOR QUOTATIONS No. BWBS 09-01

Black Walnut Burl Sale 2009-01

Telephone (530) 538 - 7681


Facsimile (530) 538 - 7171

DATE: May 21, 2009

Purchasing Questions: Cindy Jones, Administrative Analyst, (530) 538-7681
 Technical Questions: Bryan Graves, Superintendent Maintenance Operations (530) 538 - 7606

All quotes must be received by Butte County, Public Works Department before 2:30 PM on Wednesday, June 3, 2009. **Please read the material in this Request for Quotations (RFQ) thoroughly before submitting your quotation.** Retain one copy of your quotation for your files and submit the original to: **Butte County, Public Works Department, 7 County Center Drive, Oroville, CA 95965.**

QUOTED PRICE SHALL INCLUDE ALL LABOR, MATERIAL, TRANSPORTATION AND TAXES FOR PROJECT COMPLETION. ENCLOSE A SELF ADDRESSED, STAMPED ENVELOPE TO RECEIVE A COPY OF THE RFQ RESULTS FOLLOWING AWARD OF THE CONTRACT.

Tree Sales 2009-01 PROJECT DESCRIPTION	PROJECT PRICE
<p>Project involves the purchase of 1 black walnut tree burl (approximately 6 feet in diameter), including stump and roots, and 1 black walnut tree trunk section (approximately 6 feet long). Tree trunk section and burl are being stored at the Butte County Public Works Yard in Oroville, CA. The burl and trunk may be viewed on Thursday, May 28, 2009, at 9am in the Public Works Yard, 9 County Center Drive, Oroville, CA.</p> <p>Successful bidder will submit payment and haul burl and trunk away from Public Works within 10 days of RFQ closing on June 3, 2009. Public Works will load burl into purchaser's truck/trailer. Payment will be made by cash or check. If paid by check, then check must clear before pick-up date.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>Black Walnut Burl</p> </div> <div style="text-align: center;">  <p>Black Walnut Trunk</p> </div> </div> <p style="text-align: right;">TOTAL \$ _____</p>	

<p>FIRM NUMBER OF WORKING DAYS TO COMPLETE PROJECT AFTER RECEIPT OF ORDER: 10 DAYS</p> <p>NUMBER OF DAYS PRICE QUOTE IS EFFECTIVE: _____ Days</p> <p>(Prices must be good for at least <u>30 days</u> to be considered)</p>	<p>PRICES ARE TO INCLUDE ALL LABOR, EQUIPMENT AND OVERHEAD COST TO DO THE PRESCRIBED SCOPE OF WORK. COUNTY REQUIRED PERMITS ARE APPLICABLE BUT MAY BE WAIVED DUE TO COUNTY BENEFIT.</p>
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The undersigned, being a duly authorized representative of the Purchaser, hereby offers and agrees to the quote for project described in the RFQ, at the prices and terms stated subject to the provisions of this RFQ.

Authorized Signature	Typed or Printed Name	Date	Telephone Number	Contractor Name
Street Address		City		State
				ZIP

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE PURCHASER TO VERIFY THAT THEIR QUOTE HAS BEEN RECEIVED BY THE COUNTY PRIOR TO THE QUOTATION OPENING. NO PARTIAL DELIVERIES WILL BE ACCEPTED UNLESS PROVIDED FOR ELSEWHERE IN THE RFQ.

1. **BRAND NAME:** The use of the name of a manufacturer, or of any special brand or make in describing any item contained in the Request for Quotations (RFQ) does not restrict quotes to that manufacturer or specific article. A brand name used in the DESCRIPTION merely indicates the character or quality of the desired article. The equipment for which quotes are submitted must be equal in character, quality and utility to the brand and/or make indicated herein. The make or grade of the article for which a quote is submitted should be stated in the quote in every instance. When not stated, both parties agree that the specific article named in the RFQ is the article that was quoted. The brand name and catalog number must be shown for each item that is quoted. The County shall be the final authority in determining the acceptability of brands or makes quoted in lieu of the brands or makes named in the RFQ.

2. **QUOTATIONS:** If the quote is made on the basis of "**ALL OR NOTHING**" that condition shall be clearly stated in the quote.

Cash discounts offered shall be shown on the quote; otherwise, prices will be considered net 30. Quotations may be rejected and given no further consideration if quote prices or other requested information is not provided.

Time of delivery is an essential element of the quote and delivery dates must be adhered to. If the Contractor cannot meet the delivery date specified in the RFQ, the best possible delivery shall be stated adjacent to the item quoted. Time, if stated as a number of days, shall mean "calendar" days.

All prices and other quote information shall be in ink or typewritten. No pencil or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and shall be initialed in ink by the person signing the quote.

A responsible officer or employee of the supplier shall sign all quotations. The blank spaces provided for the Company Name and other contact information shall be fully completed. The successful contractor is obligated to sell the article and/or service according to the terms of its quotation.

3. **TAXES:** Contractors shall not include Federal Excise Taxes in the quoted price. Butte County's exemption registration number will be furnished to the successful supplier. All applicable Sales Taxes SHALL be INCLUDED in the Prospective Contractor's quotation.

4. **SAMPLES:** Samples of items, when required, shall be furnished free of expense to the County of Butte. If the samples are not destroyed in testing they will be returned, upon request, at the Contractor's expense. Samples of selected items may be retained for comparison with delivered products.

Inspection costs for delivered products or samples, that do not meet specifications, may be charged back to the supplier.

5. **INDEMNITY:** The Supplier shall indemnify and hold harmless the County of Butte, its officers, servants, volunteers and employees from liability of any nature or kind due to the use of any copyrighted or uncopyrighted composition, trade secret, patented or unpatented invention, article, service or appliance furnished or used as a result of this quote or subsequent Contract.

6. **SUBMISSION OF QUOTATIONS:** Each quote shall be submitted on the RFQ form provided by Butte County. Quotations may be in a sealed envelope with the bid number, closing date and time of quotation opening clearly indicated on the outside of the envelope. Quotes may also be submitted by facsimile, electronic mail, overnight courier or hand carried.

Quotations and modifications or corrections thereto received after the closing time specified in the RFQ may be considered. Promptness is essential in the quotation process. Although late quotations may be considered, once the Contract has been awarded it is not possible to consider late quotes.

Recipients of this RFQ that do not submit quotes must return the RFQ form and state thereon the reason for not submitting a quote. Failure to respond in this manner may result in removal of the contractor's name from the list of contactors solicited for future requirements.

7. **CASH DISCOUNTS:** Butte County will not consider cash discounts that provide fewer than 15 days to take the discount. Payment terms of 2% 10, Net 30 will not be considered in price evaluations or in the payment of invoices. Payment terms of 2% 15, Net 30, however, will result in a two percent reduction in the quoted price during price evaluation, and Butte County will take the two percent discount if the invoice is paid within the allowed 15 day time period that the discount is offered.

8. **AWARD:** The County of Butte reserves the right to accept quotations on individual items included in the RFQ, on a group or groups of items, or on the basis of all items included in the RFQ; to waive any informality in the quotes; and/or to accept the quote that appears from all consideration to be in the best interest of the County of Butte.

In determining and evaluating the best quotation, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, suitability of the equipment offered and the reputation of the company or the equipment in general may also be considered along with any other relevant factors. Any Contract awarded as a result of this RFQ shall be subject to the Small Projects Terms & Conditions included in the RFQ.

9. **NEGOTIATION:** The County of Butte reserves the right to enter into negotiations with companies that submit quotes in response to this RFQ, or to award a Contract to the company with the most favorable quotation without conducting negotiations. Therefore, the most favorable quote should be included in the original quotation in response to this RFQ.

10. **PUBLIC OPENING:** The opening of quotations in response to this RFQ is not subject to attendance by companies submitting quotations or the general public. This restriction is necessitated by the fact that the quotations are subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another. Quoted prices shall not be made public until the purchase order has been awarded.

11. **DISCLOSURE OF INFORMATION:** All information and materials submitted to the County in response to this RFQ may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secrets that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

12. **DEBRIEFINGS AND PROTESTS:** Contractors that submitted a quote or quotation in response to an RFQ but were unsuccessful in their attempt to obtain a contract or may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Contracts Manager, 3-A County Center Dr, Oroville, CA 95965-3334, telephone 530.538.7064. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Oroville, California.

Companies that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the General Services Director, 3-A County Center Dr, Oroville, CA 95965-3334. All protests must be made in writing, signed by an individual authorized to sign the submitted quote or quotation, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor capabilities, project characteristics and/or pricing features that were not included in the contractor's quote or quotation shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved person or company knows or should have know of the facts giving rise thereto or within seven working days following the debriefing.