



**BOARD OF DIRECTORS**

Ernesto A. Avila, P.E.

PRESIDENT

Antonio Martinez

VICE PRESIDENT

John A. Burgh

Connstance Holdaway

Patt Young

**GENERAL MANAGER**

Stephen J. Welch, P.E., S.E.

September 8, 2022

**Subject: Invitation to Bid #2324 – Rain Gear  
Bids Due on September 29, 2022**

This Invitation to Bid is being issued by the Contra Costa Water District (District) for the delivery of Rain Gear for 2023 (FY23) beginning on July 1, 2022 through June 30, 2023. The District will evaluate all pricing and will determine what appears to provide the best value to the District.

Bidders must provide with their hard copy bid (paper) an electronic version on a flash drive containing all required documentation in Word, Excel, or PDF format. No faxed or email bids will be accepted. Bids shall be received at the Contra Costa Water District, 1331 Concord Avenue, Concord, California, by 10:00 a.m. Thursday, September 29, 2022. All received bids will be opened and read aloud onsite at 10:00 a.m., Thursday, September 29, 2022. Bids received after the due date and time will be returned unopened and deemed unresponsive.

The District specifically reserves the right to reject any or all bids, to make any awards or any rejections in what it alone considers to be in the best interest of the District, and to waive any irregularities in the bids. The District does not obligate itself to accept the lowest bid and specifically reserves the right to reject any or all bids or the District will accept any bid or combination of bids considered most favorable.

Business licenses will be verified with the issuing agencies and references will be checked. The District reserves the right to hire a primary and secondary contractor in the event the primary contractor cannot respond in a timely manner.

The District has included a Bid/ Proposal General Provisions (Attachment A) to help explain the District's bid and proposal process. Please read and consider these provisions carefully. All questions regarding the Invitation to Bid can be directed to the Purchasing Officer, Brian K. Jackson via email at [bjackson@ccwater.com](mailto:bjackson@ccwater.com).

Per District Administrative Procedure XII-4 entitled Equal Employment Opportunity; Prohibition of Discrimination, Harassment, Retaliation, and Abusive Conduct, the District is an equal employment opportunity employer. As such, the District employs, recruits, retains, promotes, evaluates, terminates, and otherwise treats all employees, contractors, and job applicants on the basis of merit, qualification, and competence, and without regard to any Protected Category under the Equal Employment Opportunity Commission or the State of California Department of Fair Employment and Housing. The District does not tolerate discrimination, harassment, retaliation, or abusive conduct by or against employment applicants, employees, those not employed by, but working on behalf of the District,

and/or members of the public. Immediate and appropriate corrective action will be implemented as warranted for all such misconduct. Administrative Procedure XII-4 is applicable to all employees and agents of the District with whom an individual comes into contact in the workplace or a work-related situation. The District's policy can be found at the following web address: <https://www.ccwater.com/DocumentCenter/View/973/XII-4-Equal-Employment-Opportunity-PDF>

Pursuant to Section 1770, et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Purchasing Officer, where copies will be made available during normal working hours to any interested party upon request, or Bidders may prefer to obtain the current prevailing rate of per diem wages directly from the website maintained by the California Department of Industrial Relations (<http://www.dir.ca.gov/dlsr/pwd/index.htm>).

Submission of a bid constitutes acceptance of the District's Purchase Order Terms and Conditions (Attachment E).

Firms interested in the work should submit:

WHAT:	One copy of your bid and one electronic (flash drive) version, prepared in accordance with the instructions in this Invitation To Bid.
WHEN:	10:00 A.M., Thursday, September 29, 2022
WHERE:	Contra Costa Water District, 1331 Concord Ave., CA. 94520
Attention:	Brian K. Jackson, Purchasing Officer

Bids should be prepared considering the information in the following attachments:

- Attachment A - Bid /Proposal General Provisions
- Attachment B - Scope of Work
- Attachment C - Contractors Rates & Charges
- Attachment D - Proposal Guarantee
- Attachment E - Purchase Order Terms and Conditions

Sincerely,



FOR

Brian K. Jackson

Purchasing Officer

**BID/PROPOSAL GENERAL PROVISIONS****1.1 Bid/Proposal Form**

Bids/proposals must be submitted only upon the forms provided in the bid/proposal package, including but not limited to pricing sheets, addenda and bid/proposal guarantees, with all items properly filled out in non-erasable permanent ink. All bid/proposal documents must be signed and dated. The bid/proposal form may be rejected if it shows any omissions, alterations of form, a conditional bid/proposal or irregularities of any kind.

All sealed bids and proposals to be considered for acceptance must be received by the District on or before the specified date and time for submittal. Bids/Proposals received after said date and time will be returned to the sender unopened and will not be considered under any circumstances. Bids/Proposals postmarked but received after the bid opening will not be accepted. Bids/Proposals submitted electronically or by facsimile will not be accepted.

All bids will be publicly opened and read aloud to all in attendance at the District's headquarters at 1331 Concord Ave, Concord CA 94520 at the date and time specified. Bidders are invited, but not required, to attend the bid opening. Proposals will be evaluated based on stated evaluation criteria and results posted on the District's web site.

The Contra Costa Water District reserves the right to reject any and all bids/proposals and to waive informalities, irregularities or technical defect in the bids/proposals received. The District reserves the right to award a contract to other than the lowest responsible Bidder, if it is determined to be in the best interest of the District.

**1.2 Estimated Quantity**

Unless otherwise stated, the quantities and/or dollar estimates indicated are estimates of anticipated usage for the contract period and are given for informational purposes only. Nothing in these estimated contract period or annual quantities shall be construed as obligating the District to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. The District reserves the right to purchase any volume of products or services listed, at the contract price, regardless of stated estimates of quantities or dollar estimates. No price adjustments will be allowed as a result of an increase or a decrease in the quantity purchased.

**1.3 Delivery Locations**

The District's service area covers the eastern portion of Contra Costa County and has delivery locations in Concord, Oakley and Brentwood California. The Bidder/Proposer must take into consideration deliveries to any or all of these locations.

#### **1.4 Bid/Proposal Pricing**

All bids/proposals submitted must include a stated unit price for the products or services listed. Units of measure can vary but will be described in the bid/proposal documents. The stated unit price must include all costs associated with providing and delivering the products or services including materials, labor, equipment, transportation, insurance, overhead, and profit. State sales tax, as well as any Federal, State, or Local excise taxes in effect at the time of delivery should **not** be included in the bid/proposal price unless specifically requested on the pricing sheet, but applicable taxes must be included on all invoices that correspond to deliveries of products or services.

Bids/Proposals qualified by additional or conditional charges such as Consumer Price Index calculators, fuel surcharges, or transportation charges between the supplier and the final delivery points will not be allowed unless otherwise stated. Bids/Proposals that do not include the unit prices will be considered irregular and, at the option of the District, may be eliminated from further consideration.

#### **1.5 Bidder Qualifications**

A qualified Bidder is one determined by the District to meet standards of business competence, reputation, financial ability, and product quality. A responsive Bidder is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the product, and any other requirement of the bid instructions. A responsible Bidder is a firm/person who has the capability in all aspects to perform full contract requirements, and who has the integrity and reliability that will assure good faith and specific performance. Before submitting a bid, the Bidder must carefully examine and read all parts of the Bid Contract Documents and be fully informed as to all existing conditions and limitations. It should be noted that the entire contents of the Bid Contract Documents will be part of the agreement upon selection and approval of the successful Bidder/Proposer.

#### **1.6 Authorized Signatory of Bid/Proposal Contract Documents**

The person signing the submitted bid/proposal must be fully authorized to represent and legally bind the bidding/proposing company regardless of their position within that firm.

#### **1.7 References**

Where specifically requested, the Bidder/Proposer must submit with the bid a list of a minimum of three references that have purchased similar products and/or services from the Bidder/Proposer. The Bidder/Proposer must provide the company or agency name, contact name, and telephone number for each reference.

#### **1.8 Bid/Proposal Submittal**

All bid/proposal submittals must be enclosed in a sealed envelope and clearly marked with a description of the products or services to be provided by the date and time specified. The original and

any additional copies specified of the bid and all attachments must be submitted. **Bids/proposals submitted electronically or by facsimile will not be accepted.** It is the Bidder's/Proposer's responsibility to ensure that any bid/proposal that is submitted is received in the proper format, time, and place. The Bidder/Proposer is responsible for allowing adequate time for delivery of their bid/proposal by hand delivery, express delivery, US Mail, or by other means. Bids/Proposals received after the date and time specified will not be accepted and will be returned to the Bidder/Proposer unopened.

### **1.9 Modification, Addenda, and Interpretations**

Any explanation desired by the Bidders/Proposers regarding the meaning or interpretation of the bid/proposal documents must be requested in writing, either by facsimile or mail, at least **7 days** prior to the time set for the bid opening/proposal due date. Any and all such interpretations or modifications must be in the form of written request to the District and mailed to:

Brian K. Jackson  
Purchasing Officer  
Contra Costa Water District  
1331 Concord Ave.  
Concord, CA 94520

Any changes made to the bid/proposal documents initiated by the District will be through written addenda and furnished to all bidders/proposers via US Mail, email or fax. Any written addendum issued before the date and time of the bid opening or proposal due date will become a part of the Bid/Proposal Contract Documents and must be signed and attached to the Bid/Proposal Form that each bidder/proposer submits. Failure to submit any and all the addendum(s) with a bid/proposal will be cause for rejection of the bid/proposal.

### **1.10 Modification of Bids/Proposals**

A Bidder/Proposer may modify their bid/proposal by written communication provided such communication is received by the District prior to the date and time of the bid opening or proposal due date. The written communication should not reveal the bid price and should state the addition or subtraction or other modification so that the final prices or terms will not be known by the District until the sealed bids/proposals are opened.

### **1.11 Withdrawal of Bids/Proposals**

Any bid/proposal may be withdrawn any time prior to the stated bid opening or proposal due date and time (opening time) only by a written request that is filed with the District requesting withdrawal of the bid/proposal. The withdrawal request must be executed by the bidder/proposer or a duly authorized representative. The withdrawal of the bid/proposal does not prejudice the right of the bidder/proposer

to file a new bid/proposal prior to the bid/proposal closing time. No bids/proposals may be withdrawn after the opening date and time without the permission of the District.

**1.12 Proposed Deviations from the Specifications by the Bidder/Proposer**

Any deviation from the specifications described herein or in a written addendum that is proposed by a bidder/proposer must be noted in detail on the bid/proposal form, and a copy of the proposed specification must be attached to the bid/proposal form at the time of submission. The absence of a proposed change in the specifications will hold the bidder/proposer strictly accountable to the specifications as described herein. If proposed deviations from the specifications are submitted, the bidder's/proposer's name should be clearly shown on each document. The District will be responsible for accepting or rejecting any proposed deviations/substitutions from the described specifications.

**1.13 Competency of Bidders/Proposer**

Before any contract is awarded the bidder/proposer may be required to furnish a complete statement of financial ability and experience in performing the proposed services. In accordance with the provisions of the California Business and Professions Code and other regulations, the bidder/proposer must have and maintain current any and all necessary licenses or certificates.

**1.14 Rejection of Bids/Proposals**

The District reserves the right to reject any and all bids/proposals and reserves the right to waive and/or reject a bid/proposal for any of the following reasons: informalities, nonconforming, non-responsive or conditional bids/proposals, bids/proposals showing any alterations of form or erasures or irregularities of any kind, additions not called for, incomplete bids/proposals, or bids/proposals not conforming with the written instructions in any way. The District does not obligate itself to accept the lowest cost bid or proposal or any particular bid or proposal and specifically reserves the right to reject any or all bids or proposals, to make any rejections in what it alone considers to be in the best interest of the District.

**1.15 Opening Bids**

After the closing time deadline, all **bids** received will be publicly opened and read, as set forth in the Invitation to Bid documents. Bidders or their representative and other interested persons may be present at the opening and reading of the bids. Following the bid opening, a bid tabulation will be circulated to all of the responsive bidders, even if their representative was not present at the bid opening.

Proposals will be evaluated based on stated evaluation criteria and scored. Highest ranking proposal will be selected for award. The District reserves the right to interview highest ranking firms for final selection.

### **1.16 Method of Award**

Bids may be awarded by the District to the lowest, responsive, and responsible bidder meeting the specifications. The District has the right to delete terms or options from the Bid Contract Documents and reserves the right to reject any and all bids and to waive irregularities in said bids. The following is a non-inclusive list of criteria that must be used in Award of the Bid.

- a. Unit cost of the product
- b. Product specifications
- c. Guaranteed warranties or standards of quality
- d. Capabilities to deliver product within District schedule or throughout the contract term
- e. Bidder's reputation, competency, and previous customer service record
- f. Fully executed non-collusion affidavit

### **1.17 Disqualification of Duplicate or Collusive Bidders/Proposers**

More than one bid/proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer with financial interest in more than one bid/proposal for the bid/proposal contemplated will cause rejection of all bids/proposals in which such bidder/proposer is interested. If there is reason for believing that collusion exists among the bidders/proposers, any and all bids/proposals may be rejected.

### **1.18 Identical Bids**

In the case of tied or identical bids corresponding to the proposed unit costs, the District reserves the right to award the bid based on the factors outlined in paragraph 1.16, Method of Award.

### **1.19 Bid/Proposal Summary**

Bid/Proposals will be summarized and reviewed following the bid opening or proposal due date. Bid/Proposal summaries or tabulations will also be provided to the responsive bidders/proposers within ten (10) business days following the bid opening or proposal due date on the District's web site, [www.ccwater.com](http://www.ccwater.com).

### **1.20 Material Safety Data Sheet (MSDS)**

Where appropriate, bidders/proposers must submit an MSDS sheet for all applicable products offered with the bid/proposal. The successful bidder/proposer must also provide an MSDS sheet for those products with each delivery.

### **1.21 Legislative Impacts**

In the event that the District Board of Directors fails to appropriate funds for the purchase of these products or services, the District may terminate such contract without penalty and thereupon be released of further obligation.



**1.22 Subcontracting**

No portion of the bid/proposal award may be subcontracted to another vendor or supplier without the prior written approval of the District. All proposed subcontractors must be listed and identified on any provided Proposed Subcontractors Sheet.

**1.23 Insurance**

Insurance to be provided at levels as stated on the District contract documents provided. **Prior to commencement of any performance under this contract, the successful Bidder/Proposer must provide** an original Certificate of Insurance, and copies of information or declaration pages for the insurance required with respect to evidence of commercial general liability and automobile liability insurance coverage endorsements. All policies and/or certificates of insurance must be endorsed to name the District, its elected officials, officers, employees, agents, and volunteers as additional insured parties.

The successful bidder/proposer hereby agrees to waive subrogation which any insurer of Contractor may acquire from vendor by virtue of the payment of any loss. Contractor agrees to obtain and provide to the District any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

The successful bidder/proposer must maintain the required insurance at all times while this contract is in effect, and must replace any certificate, policy or endorsement which will expire prior to that date. All policies must be endorsed to provide that the required insurance must not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to the District. The Certificate of Insurance must have a cancellation statement worded as follows: *"Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate holder named to the left."*

**1.24 Indemnification**

As stated on District contract forms provided.

**1.25 Equal Opportunity**

The successful bidder/proposer must agree not to refuse the hire, discharge, promote, or to otherwise discriminate in the matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, physical handicap or sexual orientation. It must be a condition that any company firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans with Disabilities (ADA) Act of 1990. A certificate stating compliance with the ADA may be required, upon request.

**1.26 Common Language**

Unless otherwise specified in this document, all words must have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular.

**1.27 Proprietary Information**

All information included in any bid/proposal that is of a propriety nature must be **clearly** marked as such. The District must be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

**1.28 Patent Guarantee**

The bidder/proposer must, with respect to any bidder/proposer’s standard manufacture, indemnify and hold harmless the District, its employees and agents, from costs and damages as finally determined by any court of competent jurisdiction for infringement of any United States Letters & Patent by reason of the sale or normal use of such product, provided that the Bidder/Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the District.

**1.29 Term of Contract**

The typical term of District maintenance, repair and service contracts will be twelve (12) months, normally commencing on July 1st, and expiring on June 30th, unless otherwise stated.

**1.30 Termination for Cause**

In the event of a breach of any term or provision of this contract by the bidder/proposer, the District may terminate this contract by providing the bidder/proposer with written notice of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date.

**1.31 Other Cities/Agencies**

Other Cities and/or Public Agencies may be interested in purchasing goods and services under the same arrangement as an existing contract, also called “piggy-backing”, subject to the same price, terms and conditions offered to the District. Other parties utilizing the contract will place orders with and make payments directly to the successful Bidder. Agreement with “piggy-backing” or declining to participate in “piggy-back” contracts with other Cities and/or public agencies will not be used by the District to determine an award for the bid/proposal invitation, unless more than one bidder were to submit identical bid prices and terms. Please state if your company would agree to extend the same price, terms and conditions to other Cities and/or Public Agencies.

Yes \_\_\_\_ We would agree to extend the same price, terms and conditions.

No \_\_\_\_ We would not agree to extend the same price, terms and conditions.

**BIDDER/PROPOSER INFORMATION**

- 1. Legal Name of Bidder:  
\_\_\_\_\_  
\_\_\_\_\_
- 2. Bidder's Street Address:  
\_\_\_\_\_  
\_\_\_\_\_
- 3. Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Business Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
- 5. Type of Supplier:  
 Sole Proprietor                       Partnership                       Corporation  
If Corporation, indicate State where incorporated: \_\_\_\_\_
- 6. Business License Number issued by the City where the Supplier's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
- 7. Supplier Federal Tax Identification Number: \_\_\_\_\_
- 8. Emergency Contact: Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_
- 9. Order Contact: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_
- 10. References:  

<u>Company/Agency Name</u>	<u>Contact Name</u>	<u>Phone Number</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

## Scope of Work

### Rain Gear

The Contra Costa Water District (District) will purchase approximately 110 sets of rain gear specified below, with the option to purchase additional sets as needed throughout the Fiscal year ending June 30, 2023.

The rain gear is to be Helly Hansen Potsdam, Type R, Class 3 **Hi-Vis Orange/Yellow** Jacket model # 71389 (or equal) and Helly Hansen, Potsdam Class E, Shell Rain Pant **Hi-Vis Orange/Yellow** model # 71489 (or equal). The District prefers orange, but hi-vis yellow is acceptable. The District's CCWD logo will be applied to the back center of the jacket (vinyl or screen print). Please indicate method of logo application on Attachment C (Rates & Charges page).

See logo information on pages 3-5 of this attachment.

If providing an equal, please include model number and product specification sheet for Jacket and Pant, and, if selected, the vendor will need to provide a sample of the equivalent prior to final acceptance for inspection.

### Rain Jacket



Helly Hansen Potsdam Type R Class 3 Hi-Vis Orange/Yellow Rain Jacket model # 71389 (or equal)

EN ISO 20471 Type R Class 3 HiVis (ANSI/ISEA 107-2015 Type R, Class 3)

EN 343 CL 3:3 Waterproof/Breathable

100% Oxford Polyester - 200 g/m<sup>2</sup>

Contrast color: 100% Oxford Nylon 140 g/m<sup>2</sup>

Lining: 100% Nylon

Fully taped seams/construction

Detachable rain hood

Hood designed to be used with a helmet/hardhat

Adjustable hood

Brushed polyester inside collar

Zip ventilation under arms

YKK Vislon center front zip

Elastic cuffs with Velcro adjustment for individual fit

Draw cord adjustment at hem

Extended back to keep rain out

Two-way zipper and Velcro closure  
Optional zip-in jacket liner (to be purchased separately if needed)  
Two front pockets with zippers and flaps  
Draw cord adjustment at waist  
Inner chest pocket with zipper

**Rain Pant**

Helly Hansen Potsdam Class 2 Shell Rain Pant Hi-Vis Orange/Yellow model # 71489 (or equal)



EN ISO 20471 Class 2 HiVis (ANSI/ISEA 107-2015 Class E)  
EN 343 cl 3:3 Waterproof/Breathable  
100% Oxford Polyester - 200 g/m<sup>2</sup>  
Lining: 100% Polyamide  
Fully taped seams/construction  
Elastic at waist  
Broad belt tunnel at back for extra strength and stability  
Detachable back piece with elastic suspenders  
Two pockets at front with zippers and flaps  
Back pocket with flap  
Thigh pocket with flap  
Knee pad pocket accessible from the inside  
Boot zippers with storm flap and Velcro closure  
Velcro adjustment at hem

**CCWD Logos**

This is the branding standard that must be followed. Rain gear logos will be horizontal, black.

	CMYK	1-COLOR PMS 293	BLACK	WHITE
HORIZONTAL				
VERTICAL				
ABBREVIATED				

Picture of current rain gear showing logo placement:



**Rates and Charges**

**Rain Gear**

The District will be ordering approximately 110 sets of rain gear (Jacket/Pant sets). The approximate breakdown of each size is listed below as a percentage of the total order. These percentages may vary slightly.

**Jacket Size:**

S	M	L	XL	2XL	3XL	4XL
0%	6%	45%	29%	19%	1%	0%

**Pant Size:**

S	M	L	XL	2XL	3XL	4XL
0%	4%	24%	49%	19%	4%	0%

**Pricing per item**

**\$ Cost per Jacket (including application of logo):**

S	M	L	XL	2XL	3XL	4XL

Method of logo application: \_\_\_\_\_

**\$ Cost per Pant:**

S	M	L	XL	2XL	3XL	4XL

Company name: \_\_\_\_\_

Company contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_



**Proposal Guarantee**

**To The Contra Costa Water District, Concord, California:**

Pursuant to the foregoing notice to proposers, the undersigned proposer here with submits a proposal on the proposal sheet or sheets attached hereto and made a part hereof and binds himself/herself on award by the Contra Costa Water District (District) under this proposal, to execute in accordance with such award a contract, of which this proposal and the said notice to proposers and the specifications attached to the notice to proposers shall be a part.

The proposer further agrees that should the proposer withdraw this proposal in a manner other than provided for in the specifications, or his/her default in executing the contract, {providing the necessary insurance and bonds}, or timely provision of {materials} {equipment} {services} under said contract in a manner satisfactory to District, the bidder/proposer shall pay any and all additional cost incurred by District in obtaining the {materials} {equipment} {services} from another firm.)

Signature: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corporation organized under the laws of the state of:

\_\_\_\_\_

**PURCHASE ORDER TERMS AND CONDITIONS**

**Compensation:** By accepting this Purchase Order (P.O.), the Contractor/Vendor (Vendor) agrees to receive and accept the prices shown as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by Contra Costa Water District (CCWD) and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work and the whole thereof, in the manner according to the requirements of CCWD's inspection.

Vendor shall state its discount terms on invoices. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by CCWD. This order or any payment due thereunder is not assignable by Vendor without written approval of CCWD. Full payment shall be made for acceptance materials within 45 days after receipt of invoice.

**F.O.B:** Unless otherwise specified, all shipments are Free-On-Board delivered to the location shown on the Purchase Order. A copy of the receipted freight bill MUST accompany the invoice when freight is authorized to be prepaid and added to invoice.

**Substitutions:** Substitutions, changes, and prices other than specified above must be authorized in writing by CCWD.

**Contract:** The P.O., and any referenced attachments, including but not limited to the Addendum to these Terms and Conditions, when accepted by Vendor, either in writing or shipment of all or any portion of the material, or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Vendor and CCWD concerning its subject matter; and neither any contrary or additional conditions specified by Vendor nor any subsequent amendment or supplement shall have any effect without CCWD's written approval.

**Indemnification:** Vendor shall indemnify, hold harmless and defend the Contra Costa Water District (CCWD), and each of its officers, Directors, officials, employees, volunteers and agents from any and all loss, claims, demands, liability, fines penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CCWD, the Vendor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of performance of the contract. The Vendor's obligations under the preceding sentence shall apply regardless of whether CCWD or any of its officers, directors, officials, employees, volunteers, or agents are actively or passively negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost, or damages caused by the active negligence or by the willful misconduct of the CCWD. If Vendor should subcontract all or any portion of the work to be performed under this agreement, Vendor shall require each subcontractor to indemnify, hold harmless, and defend the CCWD, its officers, Directors, officials, employees, volunteers, and agents in accordance with the terms of the preceding paragraph.

**Contractor's Licensing Laws:** All contractors shall be licensed in accordance with the laws of the State of California.

**Permits or Licenses:** The Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

**Taxes:** Unless otherwise provided herein or required by law, Vendor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, or charges of any kind now or hereinafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remuneration paid to persons employed in connection with the performance of the P.O.

**Prohibition of Discrimination, Harassment, Retaliation, and Abusive Conduct:** Per District Administrative Procedure XII-4 entitles *Equal Employment Opportunity; Prohibition of Discrimination, Harassment, Retaliation, and Abusive Conduct*, the District is an equal employment opportunity employer. As such, the District employs, recruits, retains, promotes, evaluates, terminates, and otherwise treats all employees, contractors, and job applicants on the basis of merit, qualification, and competence, and without regard to any Protected Category under the Equal Employment Opportunity Commission or the State of California Department of Fair Employment and Housing. The District does not tolerate discrimination, harassment, retaliation, or abusive conduct by or against employment applicants, employees, those not employed by, but working on behalf of the District, and/or members of the public. Immediate and appropriate corrective action will be implemented as warranted for any and all such misconduct. Administrative Procedure XII-4 is applicable to all employees and agents of the District with whom an individual comes into contact in the workplace or a work-related situation.

**Safety:** All equipment, materials, and services shall comply with all Federal, State, and local safety rules and regulations including those imposed by the Occupational Safety and Health Administration (OSHA), and all work performed on CCWD premises shall comply with the CCWD Contractor Safe Practices Handbook.

**Independent Contractor:** Vendor is an independent Contractor/Supplier retained by CCWD to provide goods and/or perform the work described herein. All personnel employed by the Vendor, including subcontractors and personnel of said subcontractors approved by CCWD, are not and shall not be deemed to be employees of CCWD. The Vendor and approved subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Worker's Compensation. CCWD shall not under any circumstances be liable to Vendor for any person or persons acting for Vendor for any death, injury, property destruction, or damage received or claimed relating to or resulting from the activities undertaken pursuant to this P.O.

**Warranty:** Vendor warrants that the goods specified in this P.O. shall be free from defects in design, material, and workmanship. The goods specified in this P.O. shall not be deemed accepted until after inspection within a reasonable time after arrival at the delivery location specified on the P.O. Vendor warrants that the goods specified in this P.O. will be fit for the purposes for which they were sold to CCWD.

**Attorney's Fees:** If a lawsuit is filed to enforce the terms hereof, the prevailing party will be entitled to an award of attorney's fees.

**Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, a copy of which is on file with CCWD, Vendors performing public work shall pay prevailing per diem wages.

**Insurance:** Vendors performing work for CCWD shall provide proof of insurance, in amounts not less than those specified, for the following: Comprehensive General Liability \$2,000,000 per occurrence; Worker's Compensation: statutory coverage required; Commercial Auto Liability: \$2,000,000 per accident for bodily injury and property damage, endorsed for "any" auto. Please note that in addition to the certificate of insurance, an endorsement must be provided to name the *Contra Costa Water District, its officers, agents, and employees as "Additional Insured"*. The certificate of insurance can be a master certificate, to cover all work done during the year, or a single purpose certification to cover one specific project/job.