



Board of Directors

Lisa M. Borba, AICP
President

John A. Burgh
Vice President

Ernesto A. Avila, P.E.

Bette Boatman

Connstance Holdaway

General Manager

Jerry Brown

**INVITATION TO BID #1793
Pontoon Boat**


This Invitation To Bid dated August 12, 2016 is being issued to receive sealed bids by the Purchasing Officer, Brian K. Jackson Contra Costa Water District, 1331 Concord Avenue, Concord California, until **10:00 A.M., August 31, 2016**, for furnishing a pontoon boat in accordance with specified scope of work contained in this solicitation. Pontoon boat will be 2017 model year per the attached specification.

Bids must be in sealed envelopes marked "Bids for Pontoon Boat." At the above-mentioned time, date and location, the bids will be publicly opened and read aloud.

Bidders are advised that the District is exempt from Federal excise tax. The District does not obligate itself to accept the lowest bid or any particular bid but specifically reserves the right to reject any or all bids or to accept any combination of bids considered most favorable to the District. Please contact Brian K. Jackson via email at bjackson@ccwater.com if you have any questions regarding this solicitation.

No faxed or email bids will be accepted. Bidders must also provide with their hard copy bid (paper) an electronic version on a flash drive containing all required documentation in Word/Excel PDF format.

Thank you for your interest in doing business with the Contra Costa Water District.


Brian K. Jackson
Purchasing Officer
Contra Costa Water District

General Use

It is the intent of these specifications to describe and procure one rental pontoon boat. This vessel will be used as a rental boat on Los Vaqueros Reservoir in east Contra Costa County, California. The function of the vessel is to provide safe recreational opportunities for visitors to Los Vaqueros Reservoir.

The Los Vaqueros Reservoir is subject to frequent high winds and wave action, with average summer winds in excess of 25 miles per hour, and wind chop waves of 1-2 feet. The specified vessel shall be of suitable design and durability for full time daylight usage in this environment. The unit shall be the manufacturer's current production model that meets or exceeds these specifications. The manufacturer shall guarantee the equipment to be free of defects in workmanship and materials. The contractor shall be responsible for providing, shipping and delivery. The supplier will provide a boat ready for operation; which will include any offloading. This specification describes a commercial grade pontoon vessel that will be utilized in a rental fleet for fishing and recreational boating purposes at the Los Vaqueros Reservoir in east Contra Costa County, California. The vessel shall be electric powered, welded aluminum construction, 18' long with beam of 8' and with capacity for 8 people or 1,600 pounds of combined gear and passenger weight exclusive of propulsion system components. The vessel shall be designed to operate in headwinds of up to 30 miles per hour and 1-2 foot wind waves. Propulsion shall be provided by electric outboard motor. The District will supply any batteries or additional equipment and assembly. The propulsion system including batteries, motor, charging systems, and wiring weighs in the range of 600-850 pounds.

Bidder Specifications

All work done, when and where governed, must comply with current United States Coast Guard, National Marine Manufacturers Association, and American Boat and Yacht Council publications. Bidder must be a recognized manufacturer of aluminum utility vessels and must have been in business for a minimum of twenty-four consecutive months. Quotes must include all costs including transportation and off-loading.

The bidder shall list on a separate sheet with the bid, any variations from, or exceptions to the conditions and specifications. This sheet shall be labeled “Exceptions to Bid Conditions and Specifications”. It is not the intent of these specifications to restrict manufacturer ingenuity in design. These specifications reflect our experience with aluminum pontoon vessels in service at the Los Vaqueros Reservoir. The District remains open to suggested deviations from the specifications, but reserve the sole right to decide which suggested deviations can be implemented. All specifications indicate minimum requirements unless otherwise noted. Where brand and model is indicated, substitutions can be made only with the written approval of the Contra Costa Water District.

The successful bidder shall submit for approval shop drawings of the vessel and a fabrication schedule, prior to beginning fabrication. The bidder shall provide with the submittal, catalog cut information, and shop drawings of all components to be used in the fabrication for approval. The manufacturer shall make its manufacturing premises available during boat fabrication for District inspection of the work. A production schedule shall be provided which will allow the District to decide if and when inspections are desired. Any applicable owner/service manuals for components must accompany the vessels upon delivery.

Vessel shall be delivered to the Los Vaqueros Watershed at a location to be determined as soon as possible but no later than September 30, 2016. Payment will be made within 30 days of receipt of accurate invoice.

Warranty

Vessel, machinery, and all equipment furnished, shall be guaranteed, both parts and labor by bidder for a minimum of one year, manufacturer's warranty, or California Law, whichever is longer. Welded aluminum pontoons shall be warranted for 10 years, on materials, and workmanship. Manufacturer shall assume any costs associated with any shipping required for warranty repairs.

Manufacturer shall designate a local warranty service location in the San Francisco Bay Area, preferably in Contra Costa County.

Attachment A: Purchase Order Terms and Conditions
Attachment B: Bid Guarantee Form
Attachment C: Pontoon Boat Specifications
Attachment D: Pontoon Boat Pricing Sheet

TERMS AND CONDITIONS

Compensation: By accepting this Purchase Order (PO), 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 PO, and any referenced attachments, 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 solely 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 this P.O.

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 \$1,000,000 per occurrence; Worker's Compensation: statutory coverage required; Commercial Auto Liability: \$1,000,000 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 certificate to cover one specific project/job.

BID GUARANTEE

TO THE CONTRA COSTA WATER DISTRICT, CONCORD, CALIFORNIA:

Pursuant to the foregoing bid notice to bidders, the undersigned bidder herewith submits a bid on the bid 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 bid to execute in accordance with such award a contract, of which this bid and the said notice to bidders and the specifications attached to the notice to bidders shall be a part.

The bidder further agrees that should the bidder withdraw this bid/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:

ATTACHMENT C

Pontoon Boat Specifications

1. General Design and Seating Configuration:

The vessel shall be constructed of 0.100" - 5052 marine grade aluminum with a marine grade vinyl covered (shark-skin type texture) aluminum deck. The vessel shall have two vee-style pontoons which shall be at least 22" wide and are to be bulk headed every 36". The vessel shall be enclosed by a 28" high railing with splash protection consisting of 10" high aluminum sheet, with scuppers for wash down drainage. There shall be 30" openings in the railings on the bow, port side, and starboard side. Openings in the railings shall be located to accommodate unobstructed wheelchair access and fitted with hinged and securely latched gates.

The vessel shall be equipped with a non-removable frame. This shall be mounted to the railing above the deck and designed to shade the majority of the seating area while still allowing passengers to cast fishing poles from the bow and stern. The design of this frame shall be submitted to and approved by CCWD prior to the start of construction.

The rear 1/3 of the vessel shall have a steering console and pedestal captain style seat. The console shall have steering, throttle control, appropriate gauges to indicate battery charge conditions and voltage level under load, and room to mount additional electronics. In addition to the pedestal captain style seat, the vessel shall have 5' bench seats (hardtop, non-padded) facing inward along the port and starboard sides. Beneath each bench seat shall be a lockable and ventilated aluminum battery storage box. Aluminum battery storage boxes shall be a minimum of 5' long, 18" wide and 18" tall. Access to the battery storage compartment shall be from above (i.e. from underneath the bench seats) so that the tops of batteries can be serviced with little or no obstructions. The interior of the aluminum battery compartments shall be lined with marine grade plywood and outfitted with necessary tie down straps to prevent shifting batteries from contacting the metal structure or battery charger. The seating configuration and battery storage design shall be submitted to and approved by CCWD prior to the start of construction.

All aluminum surfaces above the deck shall be painted with gray Zolatone or equal finish with clear coat. All finishes shall be applied under conditions and as recommended by the paint manufacturers' recommendations prior to coating application. Pontoons shall be unpainted aluminum, with standard manufacturer's logo.

The boat shall be labeled with both the standard USCG label, and with a label indicating capacity of persons and personal gear. This weight shall be exclusive of the power package weight, which shall be considered part of the boat.

2. Items to be supplied with the Pontoon Boat:

Instruction manuals that include at least the following:

- Operation and Maintenance Manuals (Operator level) Shop Manuals that include manufacturers recommended maintenance schedules, capacities and specifications, and assembly and disassembly instructions. (Maintenance Technician level).

- Parts manual; including illustrated parts breakdown (IPB) and/or exploded view drawings (EVD) that include parts nomenclature and individual part numbers.
- Current contact information for ordering replacement parts.

Timeframe:

Equipment to be delivered on or before September 30, 2016.

Attachment D

Pontoon Boat Pricing Sheet

<u>Item #</u>	<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Price</u>
1.	1 each	Pontoon Boat	_____
		Total Price	_____

District will add 9 % sales tax to unit prices. Vendors need not include sales tax on your bid prices. Pontoon Boat to be delivered without additional charge to Concord Corporation Yard, 2333 Bisso Lane, Concord, CA 94520

All registration, title documents and e-plates will be acquired and provided by vendor. District will complete necessary paperwork at District Center location.

All paperwork to be delivered to: Brian K. Jackson, 1331 Concord Avenue, Concord, CA 94520.