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INVITATION TO BID #1803
Street Sweeping Services
Period of Performance July 1, 2017 through June 30, 2018

This Invitation To Bid dated March 22, 2017, is being issued to receive sealed bids by the Purchasing Officer, Brian K. Jackson, Contra Costa Water District, 1331 Concord Avenue, Concord, California, **until 1:00 P.M., Friday, April 21, 2017**, for Sweeping Services for fiscal year 2018 (FY18), beginning on July 1, 2017 through June 30, 2018, and two (2) priced optional 12-month extension periods: first option year fiscal year 2019 (FY19), from July 1, 2018 through June 30, 2019; second option fiscal year 2020 (FY20) begins July 1, 2019 through June 30, 2020 to be exercised at the District's sole discretion. Bid priced option sheet(s) must be included for (FY19 and FY20) (the two (2) optional 12-month extensions) for the bid package to be considered a complete submission. The District will evaluate both one- and two-year pricing and will determine which bid provides the best value to the District.

On an "as needed" basis, the Contractor will provide sweeping/vacuumping services to the District.

Hourly rates will include travel time to and from the work location and might include:

1. Routine and emergency sweeping services in Contra Costa County, including any District facility.

In addition, services requested for routine sweeping may include these facilities:

1. Bollman Water Treatment Plant (quarterly)
2015 Bates Ave., Concord
2. Concord Corporation Yard (every other month)
2333 Bisso Lane, Concord
3. Randall-Bold Water Treatment Plant (every other month)
3760 Neroly Rd., Oakley

A handwritten signature in black ink, appearing to read "B.K. Jackson", with a long horizontal line extending to the right.

Brian K. Jackson
Purchasing Officer
Contra Costa Water District

The District has initiated an insurance compliance program. This program requires all companies providing products and services to the District to have in place insurance coverage prior to the issuance of any contract. These insurance levels are described on the attached Purchase Order Terms and Conditions form. Once the low bid or most responsive response has been established, that vendor will have until June 1, 2016 to provide all required insurance documents per the samples provided. Failure to provide this insurance documentation will result in the District considering this bid or response to be non-responsive. Insurance questions can be directed to the Purchasing Officer at the number listed below.

The District has included a new General Provisions attachment to help explain the District's bid and proposal process. Please read and consider these provisions carefully. If you have any questions, please contact the Purchasing Officer via email at bjackson@ccwater.com.

Bids must be in sealed envelopes marked "**Bid for Sweeping Services**".

The District encourages contracts with minority and women-owned and operated business enterprises. 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 bid or combination of bids considered most favorable to the District.

The bids shall be prepared in accordance with the following attachments:

Attachment A: Scope of Work

Attachment B: Contractor's Rates and Charges Sheet

Attachment C: Purchase Order Terms and Conditions

Attachment D: Bid Guarantee Form

Attachment E: Contractors Safe Practices Handbook

Attachment F: Insurance Compliance Samples

Attachment G: Bids/Proposal General Provisions

SCOPE OF WORK

FIELD SUPERVISION

Field Supervisor: The Vendor/Contractor shall have a Field Supervisor available via telephone and mobile response during all sweeping hours. The vehicle used by the Field Supervisor shall not be a sweeper. The Field Supervisor shall be responsible for the inspection of streets to identify special sweeping requirements and deficiencies. When applicable the Field Supervisor shall make contact with the Contra Costa Water District's (District) representative for the purpose of exchanging information regarding each sweeping event, including production and/or notable discrepancies.

The Field Supervisor shall submit to the Distribution Supervisor a report showing all work completed at the end of any sweeping event. The report shall include a map of all streets swept, the number of right and left curb miles swept there on, the dates of sweeping, and copies of disposal manifests as proof of proper disposal. The report shall be submitted no later than five (5) business days after completion of the sweeping event.

CONTRACT COMPLAINTS AND DEFICIENCIES

Complaints and Requests for Service: Vendor/Contractor's office shall have twenty-four (24) hour telephone service and a responsible person in charge Monday through Sunday including Holiday's, to receive all complaints/requests for service forwarded by the employees of the Contra Costa Water District. All complaints shall be resolved in an expeditious manner within 6 hours of the initial request.

Complaints Received by the Contra Costa Water District: The District shall notify the Vendor/Contractor by telephone and electronically of each contract complaint reported within twenty-four (24) hours of receipt of the complaint.

Complaints Received by Vendor/Contractor: The Vendor/Contractor shall electronically submit to the Contra Costa Water District Distribution Supervisor all complaints.

VENDOR/CONTRACTOR'S EMPLOYEES

Identification: Vendor/Contractor's employees shall be required to wear a clean uniform bearing the Vendor/Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card.

Driver's License: Employees driving the Vendor/Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of California for that class of vehicle.

Conduct: Vendor/Contractor's employees and subcontractors shall not identify themselves as being employees of the Contra Costa Water District. Employees shall be courteous to the public. If required, the Contra Costa Water District retains the right to require a particular operator be removed from working on this contract.

VENDOR/CONTRACTOR'S EQUIPMENT:

Sweeping Equipment - Type, Quantity and Condition: The Vendor/Contractor shall utilize a sweeper fleet of 2014 or newer models of latest design and construction for implementation of this contract. The Vendor/Contractor shall provide and maintain during the entire period of the contract, a fleet of heavy duty dustless type machine sweepers, with a dust suppression and filtering system capable of trapping particles in a ten (10) micron or smaller rated filter, a large 7.3 Cubic Yard Hopper with over a 10,000 lb. payload, regenerative air system with a high velocity controlled jet of air blasts capable of cleaning crowned, cracked and irregular paved streets and roads and other features necessary to properly clean streets. **Parking lot sweepers will not be acceptable for street sweeping.** Sweepers must meet BMP (Best Management Practice) for storm water quality. Vendor/Contractor's Equipment shall meet all Federal, State, and local regulations and requirements.

All vehicles shall be maintained in good repair, appearance and sanitary condition at all times. The Contra Costa Water District reserves the right to inspect the Vendor/Contractor's vehicles at any time to ascertain said condition. The District representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe or unsatisfactory during performance of this contract.

The Vendor/Contractor shall furnish the Contra Costa Water District with a list identifying all equipment to be used in fulfilling this agreement and notify the District of any additions or deletions. The list shall be submitted electronically/in writing to the Facility Supervisor. Any changes in the Vendor/Contractor's sweeping equipment must have prior approval of the District.

Equipment Identification: All vehicles and equipment used by the Vendor/Contractor, including personnel transportation vehicles, shall be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment. The letters shall be at least three inches high and of proportionate width.

Equipment Safety Requirements: All equipment shall be equipped in accordance with State and Federal laws and shall be equipped with an amber lens flasher visible for one (1) mile in a 360 degree pattern and six inch diameter hazard lights visible from the rear that operate independently of the brake lights. In addition an arrow board (30" x 60") must be on all sweepers and be fully operational. Vendor/Contractor shall notify the District of any accidents occurring during the performance of this contract within twenty-four (24) hours and provide an incident report, including a copy of all law enforcement investigations, within seven (7) calendar days. The Vendor/Contractor is responsible for all damage claims associated with and arising out of performance of this contract.

Minimum Sweeping Width Required: Equipment shall be capable of sweeping a minimum eight foot width as measured with all brooms in the sweeping position. Equipment without this capability is not acceptable.

STANDARD OF PERFORMANCE:

Level of Cleanliness: Vendor/Contractor shall remove all debris from all streets and radius every sweeping cycle. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. The Vendor/Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, and other material normally picked up and removable by a fully operational mechanical or vacuum street sweeper. Areas requiring multiple sweeping passes to remove debris will not be compensated more than once.

Debris that cannot be removed with mechanical sweeping, such as small tree limbs, palm fronds, rocks, silt, mud, trash and other debris shall be physically picked up and removed from the normal sweeping path and placed in the hopper by the operator or other Vendor/Contractor personnel. The cost for manually removing debris items as defined above shall be included in the contract price, and no additional compensation will be given. Larger obstructions such as large tree limbs and construction or landscape debris, shall be immediately reported to the Contra Costa Water District Distribution Supervisor.

Vendor/Contractor shall clean and remove all debris swept onto driveways, sidewalks, and access ramps as needed or as requested by the Contra Costa Water District or authorized representative due to spilling, scattering or dropping of debris / refuse during sweeping activity. The cleaning and removal of debris swept onto driveways, sidewalks, and access ramps by Vendor/Contractor activity will be at no additional cost to the District.

Storm drain inlets are to remain free of debris during and after sweeping operations. No debris is to be swept into storm inlets during the curb sweeping process.

Vendor/Contractor shall not discharge any material in violation of the District's NPDES permit onto any street or parcel or into any storm drain. Failure to comply with this requirement may result in termination of the contract for cause by the District. Sweepings are not to be off loaded at temporary storage sites. The Vendor/Contractor shall be solely responsible for any fees involved in disposal. Dated disposal manifests documenting the quantity of debris disposed of are required and must be obtained and submitted to the Contra Costa Water District as proof of proper disposal. No payment for work completed will be made until manifests/delivery receipts are received by the District. Dated disposal manifests shall be obtained and submitted with the invoice s proof of proper disposal. Manifests shall indicate the volume and weight of material Vendor/Contractor shall not be paid for sweeps that do not meet schedule or for deficiencies which were not corrected, in the specified time. Vendor/Contractor's Field Supervisor and vehicle cost will be considered incidental to the work.

Contra Costa Water District reserves the right to determine whether the quality of work completed is acceptable. In making this determination, the following standard will be applied:

- **Curbs should be clear with no obvious litter accumulation.**
- **No sediment buildup.**
- **No significant vegetation obvious windrows of material moved by the sweeper onto the pavement are not acceptable and must be removed by the contractor prior to acceptance of the work by District staff.**
- **Storm inlets shall be clear of debris and fully functional.**

The Vendor/Contractor shall be required to re-sweep any and all road sections that, in the opinion of Contra Costa Water District, fail to meet the above standard, at no additional cost to the District. All areas that require cleaning will be requested by District staff.

**Contractor's Rates and Charges
Bid Sheet
Contra Costa Water District**

1. Fully loaded hourly rate for journey-level as-needed street sweeping services throughout Contra Costa County; hourly rate must be prevailing wage or higher. No apprentice street sweepers.

\$ _____ bid price per hour Monday – Friday 6 am – 6 pm (must respond within 2 hours)

\$ _____ bid price per hour Friday 6 pm – Monday 6 am (must respond within 2 hours)

\$ _____ bid price per hour holidays (must respond within 2 hours)

Recognized holidays: President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve ½ day, Christmas. Other days will be billed at standing rates.

Material Mark-Up _____%. Note: A copy of the materials purchased invoiced required upon request.

Services must include all necessary travel to the worksite, fuel charge, truck charge, safety equipment (gloves, hard hat, safety glasses, ear protection, etc.), tools, and equipment necessary to successfully perform street sweeping services. Billable hours will commence at start of work at the jobsite and end at the time of leaving the jobsite. No minimum hours. No charging for procuring of parts and materials.

Certification: I agree to the above pricing and conditions. I understand that this is the maximum allowable charges during the term of the Contract and that your company meets all of the requirements outlined in this bid.

Signed: _____

Title: _____

Company: _____

TERMS AND CONDITIONS

Attachment C

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:

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/01/2009
PRODUCER Insurance Company Somewhere, USA	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED COWD Contractor 123 Bailey St. Townville, CA	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: Ace Insurance Company	
	INSURER B: Valley Insurance Services	
	INSURER C:	
	INSURER D:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM NO. / LTR. INSTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROCT / LOG	ABC2456789	05/01/09	05/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL AND ADJ INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMPDP/AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION: \$	FGH66899912	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	EMPLOYERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCNVR785634	05/01/09	05/01/10	EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Contra Costa Water District, its officers, agents, and employees are named as additional insured.
 **Insurance agents/brokers often add the above statement. This statement is not sufficient; an additional insured endorsement document must also be provided.

CERTIFICATE HOLDER: Contra Costa Water District 1331 Concord Avenue Concord, CA 94524	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Ralph Kramerden
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - ~~When an additional insured is named in a contract, lease, agreement or other document, the insured must be named in the contract, lease, agreement or other document as an additional insured. When an insured is named in a contract, lease, agreement or other document, the insured must be named in the contract, lease, agreement or other document as an additional insured.~~ When a contract, lease, agreement or other document requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused, in whole or in part, by

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf.

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply.

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural, or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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 time and date 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.

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>
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1) _____

2) _____

3) _____