



**Board of Directors**

Lisa M. Borba, AICP  
*President*

Connstance Holdaway  
*Vice President*

Ernesto A. Avila, P.E.

Bette Boatman

John A. Burgh

**General Manager**

Jerry Brown

**Invitation to Bid #1821  
Kawasaki Mule 4010 4X4 All-Terrain Vehicle  
(Replacing Vehicle 786)**

This Invitation To Bid dated October 09, 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 10:00 A.M., Friday, October 27, 2017, for one (1) Kawasaki Mule 4010 4X4 All-Terrain Vehicle (ATUV) or equivalent. The District will evaluate all bids and will determine which bid provides the best value to the District.

Bids must be in sealed envelopes, marked "Bid for ATUV's and Trailer." Bids will be publicly opened and read aloud at **1331 Concord Avenue, Concord, California 94520**.

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 bid or combination of bids considered most favorable to the District. Please contact Brian K. Jackson at (925) 688-8011 if you have any questions regarding this procurement.

**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.**

**The District has included a General Provisions attachment to help explain the District's bid and proposal process. Please read and consider these provisions carefully.**

The District encourages contracts with minority and women-owned and operated business enterprises.

A handwritten signature in black ink, appearing to read "B.K. Jackson", is written over a horizontal line.

Brian K. Jackson  
Purchasing Officer  
Contra Costa Water District  
(925) 688-8011

## 2018 ATUV Technical Specification

### Equipment Specifications

**Item:** Kawasaki Mule 4010 4X4 side x side mid-size two-passenger All-Terrain Vehicle with Continuously Variable Transmission (CVT) a 617cc engine series or equivalent, with 2-wheel/4-wheel drive with dual-mode rear differential.

### POWER

Engine 4-stroke, 2-cylinder, OHV, 90° V Liquid-cooled

Displacement 617cc

Bore x Stroke 76.0 x 68.0 mm

Compression ratio 10.3:1

Maximum Torque 34.7 lb-ft @ 2500 rpm

Fuel System DFI® w/ 34mm Mikuni throttle body

Transmission Continuously Variable Transmission (CVT) with high and low range, forward, and reverse

Final Drive Shaft, selectable 4-wheel drive with dual-mode rear differential, 2WD/4WD rear differential lock

Alternator Output (max) 23 amp

### CAPABILITY

Rear Suspension / Wheel Travel Semi-independent, De Dion axle with leaf springs and shocks/2.8 in.

Steering Electric power assisted rack-and-pinion (EPS)

Ground Clearance 6.9 in.

Fuel Capacity 6.3 gal.

Turning Radius 11.2 ft.

Cargo Bed Dimensions (LxWxH) 46.3 x 51.6 x 11.4 in.

Cargo Bed Capacity 800 lb.

Load Capacity 1330 lb.

Seating Capacity 2

Towing Capacity 1200 lb.

Lighting (2) Halogen headlights (2) Tail/brake lights SE model (2) LED headlights

### DETAILS

Overall Length 116.7 in.

Overall Width 62.0 in.

Overall Height 75.8 in. / 78.1 (SE)

Curb Weight 1432.6 lb. / 1445.8 (SE)\*\*

Wheelbase 73.6 in.

Instruments Parking brake warning light, coolant temperature warning light, horn, 12V DC outlet

Warranty Kawasaki Strong 3-Year Limited Warranty

Kawasaki Protection Plus™ (optional) 12, 24 or 36 months

**Additional Standard Features:**

Multi-function waterproof LCD digital instrumentation featuring large readouts for gear position, speedometer, odometer; re-settable trip meter and hour meter/ clock; instrument housing includes LED lights for Reverse, Neutral; oil temperature warnings; waterproof accessory socket provides 12-volt, 10-amp power with a built-in temperature-type fuse; large cargo racks front and rear carry payloads; heavy-duty trailer hitch with towing capacity of 850 pounds; plastic or metal fuel tank with 4.5-gallon capacity or greater and fuel gauge; Snorkel-type air intake system; rear-opening storage compartment that allows access when rack is loaded; combination tail- and brake light; Twin-headlight system with 30W bulbs; USDA-qualified spark arrester/muffler; constant-velocity-joint boot guards; 12-amp-hour maintenance-free battery; Keyed ignition switch, engine skid plate; Top-mounted choke lever; standard tool kit includes a tire pressure gauge; preferred color to be black.

**Warranty:** Standard Manufactures Warranty on all items.

Bids must be prepared in accordance with the following attachments:

Attachment A: Pricing Sheet

Attachment B: Purchase Order Terms and Conditions

Attachment C: Bid Guarantee Form

Attachment D: Bid/Proposal General Provisions

### ATV Pricing Sheet

<u>Item #</u>	<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	1 Each	ATUV	_____	_____
		8.75% Sales Tax		_____
		Total Cost		_____

**All units are to be delivered without additional charge to:**

**Los Vaqueros Watershed 100 Walnut Blvd., Brentwood CA 94513**

**District will add 8.75% sales tax to each unit price. Vendors need not include sales tax on your bid prices.**

**All registration, title documents, and e-plates will be acquired and provided by vendor. The District will complete necessary paperwork at District Center location. Vehicles that have service bodies or beds installed after-market, weight certificates for DMV registration will be completed by truck supplier and delivered after completion to District.**

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

Signature of individual preparing bid package: \_\_\_\_\_

Printed Name of individual preparing bid package: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

**Vendors please note: List any and all exceptions for any components or performance specifications on a separate sheet. Manufacturer's printouts will not be acceptable in lieu of an exceptions listing.**

## TERMS AND CONDITIONS

## Attachment B

**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:

\_\_\_\_\_

**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](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) _____	_____	_____
----------	-------	-------