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**INVITATION TO BID (ITB) #2026
Fault Crossing Hose & Reel**

This Invitation to Bid (ITB), dated February 12, 2020, is being issued to receive bids by the Purchasing Officer, Brian K. Jackson, Contra Costa Water District, 1331 Concord Avenue, Concord CA 94520, **until 10:30 A.M., Tuesday, March 3, 2020**, Hydro Engineering Auxiliary A-frame Hose Reel (Hose Reel) per the attached specifications. At the above-mentioned time, date and location, the bids will be publicly opened and read aloud

It is the District's intent to use the new Hose to convey potable water. The District has pre-approved two manufacturers' Hose products for this purchase. They are Angus "Super Aquaduct" and Mandals "Aquaman Blue". These two manufacturers are the only hose pre-approved for purchase. Proposed substitutes must be pre-approved prior to submittal of bids to the District. No substitutions without prior approval will be accepted.

Additionally, the District currently owns a Hydro Engineering Model HRT powered hose reel trailer system to store, transport and handle its existing inventory of fault crossing hose. Therefore, the new Hose Reel purchased under this bid shall be a Hydro Engineering Model Aux4x12 Auxiliary A-frame Hose Reel to be fully compatible to with the District's existing Hydro Engineering HRT powered hose reel trailer. No other substitute manufacturer's Hose Reel will be accepted.

Bids must be in sealed envelopes marked "Bid for Fault Crossing Hose & Reel". **No faxed or email bids will be accepted.** The Contract bid shall be for a firm-fixed price. **Bid opening will be conducted at 1331 Concord Ave., California 94520 on the date and at the time specified above.**

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 at bjackson@ccwater.com or (925) 688-8011, if you have any questions regarding this procurement.

A handwritten signature in black ink, appearing to read "B. K. Jackson", is written over a light blue background.

Brian K. Jackson
Purchasing Officer
Contra Costa Water District

Bids must be prepared in accordance with the following attachments:

- A. Product Specifications
- B. Pricing Sheet
- C. Bidders Qualifications Form
- D. References Form
- E. Approved Equal Form
- F. Bid/Proposal General Provisions
- G. Bid Guarantee Form

I - PRODUCT SPECIFICATIONS

1. LAY-FLAT FLEXIBLE NSF-61 POTABLE WATER HOSE

This specification consists of District approved 12-inch lay-flat flexible water hose (Hose) required for the District's disaster preparedness program. The purpose of this acquisition is to acquire large diameter lay-flat flexible water hose, which would allow the District to bypass possible main breaks during a catastrophic event. Nothing in this specification shall be interpreted as relieving the manufacturer, supplier, or contractor of the responsibility of providing products suitable for its intended purpose.

- A. Material for the hose shall consist of woven polyester fabric plies completely encapsulated by a thermoplastic polyurethane cover and lining.
- 1) The hose shall be free of visible cracks, bubbles, holes, foreign inclusions or other injurious defects. It shall be uniform in size, color, and other physical properties. Any hose not meeting these criteria shall be rejected.
 - 2) Hose material shall be resistant to normal corrosive conditions such as ultraviolet light, ozone (50 ppm), chloramine (50 ppm), and petrochemicals.
 - 3) Hose material shall be ANSI/NSF-61 approved for use with potable water and such certification shall be mark on the finished product.
 - 4) Hose material shall have a shelf life of at least 10 years when stored in non-environmentally controlled storage facility with maximum daytime temperatures up to 120°F.
 - 5) Jackets: Reinforcement material shall be a single ply of spiral woven jacket of polyester yarn. The jacket shall be evenly and firmly woven, free from unsightly defects, dirt, knots, limps, and irregularities of twist that might affect the serviceability of the finished product.

B. Description:

- 1) Wall Thickness: The minimum wall thickness shall be 0.20-inches.
- 2) Weight: The maximum weight of the dry bare hose shall not exceed 3.1 lbs/LF for 12-inch hose.
- 3) Working Pressure Rating: Shall have an operational pressure rating not less than 175 psi for 12-inch hose.
- 4) Burst Pressure Rating: Shall have a Burst Pressure rating of not less than two (2) times the Working Pressure Rating.

C. Physical Requirements:

- 1) Abrasion resistance: The hose shall be tested using a Taber Abrasion device in accordance with ASTM D3389 method A by using an abrasion wheel H-22 having neither additional weight nor counterweight applied to the specimen holder. Specimen should withstand at least 250,000 cycles without any jacket exposure.
- 2) Leakage: Hose shall not leak more than .06 gal/in-DIA/1000 ft/hr at the specified working pressure rating.
- 3) Elongation and twist: A flexible water hose section (660 ft.), when subject to an internal hydrostatic pressure not less than the design pressure rating, shall not show elongation greater 3.0% in length, or twist greater than 36° per 100 feet length.
- 4) Color: Hose shall be "Blue".

D. Identification

- 1) Each hose shall be marked with nominal size and NSF-61 certifications on the exterior.
- 2) In addition to the Manufacturer's name, trademark and hose diameter, each hose section shall have following information labelled on each flat side of the hose at 100' spacing in a color that contrasts to the hose color:

CCWD EMERGENCY POTABLE WATER PIPELINE / Date of manufacture (mm//yyyy)

E. Acceptable flexible hose products for portable water use

- 1) Angus "Super Aquaduct",
- 2) Mandals "Aquaman Blue",
- 3) Or pre-approved equal.

2. HOSE END FITTINGS

A. General Requirements For 12-inch Diameter Flexible Hose size:

- 1) Each length of 12-inch diameter hose shall be furnished with field-attachable grooved shank fittings at each end to fit a standard Victaulic Style-77 coupling clamp. These end fittings shall be installed on each end of each hose prior to delivery to the District.
- 2) In addition to the factory-installed hose end fittings, provide additional loose end fittings as/if required in the PRICING SHEET on Attachment A.

B. Physical Requirements:

- 1) End fitting shall clamp-on "field attachable" and capable of being attached to a hose in without the use of special tools or equipment. Fittings shall be certified compatible with the Hose supplied. Banded or crimped on end fittings are not acceptable.
- 2) The fittings shall be machined from 6061-T6 Aluminum, and the insertion shank and segment clamping collar sections shall be coated with a Hard Coating Gray Anodizing treatment for corrosion resistance. The male shank end of the fitting which inserts into the hose shall be machined leaving an undulating clamping area to mate with multi-segmented clamping collar assembly to provide for secure and leak-proof hose attachment. The minimum number of collar segment sections shall be four, but the actual number shall be based on the burst pressure rating of the specified hose size.
- 3) The grooved end of the shank fitting shall have a machined end per Victallic Specification 25.01 to fit a standard Victaulic "groove" dimensions for a Style 77 clamp. Each Victaulic groove end fitting shall have 4 holes drilled into the mating face at 90-degree location with 4 installed "Steel Roll Pins". The Steel Roll Pins will assist in the alignment procedure during installation of the Style 77 Victaulic Clamp. Alignment pins shall be furnished loose and in sufficient quantity for all hose end fittings to provide spare pins.
- 4) Each end fittings' segmented clamping collar shall be machined to mate with the male shank end of the fitting providing a secure and leak proof hose attachment. Each collar segment section shall use a minimum of two Cadmium coated steel Allen headed cap screws, minimum 5/16" size. The Allen headed cap screws shall be capable of torque values of 50 foot-lbs.
- 5) End fitting shall have a minimum working service rating up to the maximum working pressure rating of the hose they are attached to.
- 6) End fittings shall be Red Head Brass Style GS, or equivalent as manufactured by U.S Coupling & Accessories, Inc., Action, or approved equal.
- 7) Plastic dust caps shall be provided and installed on the end fittings, plus one spare cap per each hose segment.

3. AUXILIARY A-FRAME HOSE REEL

A. General Requirements:

- 1) The Auxiliary A-frame Hose Reel (Hose Reel) shall be a Hydro Engineering Model Aux4x12 Auxiliary A-frame Hose Reel to be fully compatible to with the District's existing Hydro Engineering HRT powered hose reel trailer. No other substitute manufacturer's Auxiliary Hose Reel will be accepted.
- 2) The a-frame hose reel shall include four divided sections, and section proving sufficient

storage capacity for 660-feet of the 12"-lay-flat hose and end fittings specified above.

- 3) The center drum reel shall be chain driven by a hydraulic motor with full Forward/Neutral/Reverse control, free-wheeling slide jaw clutch including t-handle friction brake. Hydraulic quick disconnect fitting with snap in/on dust caps. All steel frame and drum surfaces of the reel shall be high-gloss epoxy white paint coated.

B. Reel Lifting Bar:

A Lifting Bar shall be provided to lift the A-frame Hose Reel. The Lifting Bar shall be steel and of sufficient capacity to lift the A-frame Hose Reel when fully loaded with four 660-foot length of hose and fittings. The capacity rating shall be tagged on the Lifting Bar with a permanent label or data plate.

C. Compatibility with District Hose Reel Trailer System:

It shall be the Contractor's responsibility to field verify the A-frame dimensions and hydraulic hose connection requirements on the District's existing model HRT Powered Hose reel trailer to ensure the new hose reel will be fully functional w/ the District's existing equipment. Prior to fabrication of the Hose Reel, the Contractor shall perform this verification process at the District's main campus in Concord with a minimum of five business days prior notice.

4. HOSE REEL COVER

Heavy duty blue vinyl storage cover(s) shall be provided if/as listed in the PRICING SHEET on Attachment B. The cover shall be split on each end w/ a heavy-duty Velcro joining the two flaps. Cover(s) shall be Hydro Engineering HRC-B to fit Aux4x12 hose reel.

I - DOCUMENTATION

Prior to shipment of Product the Contractor shall be responsible for submitting the following documentation:

- A. Manufacturer's current specifications and technical information for Hose and end fittings indicating compliance with the requirements of these specifications.
- B. Certified test data confirming that batches/runs for the hose to be provided to the District meet all ASTM D380 standards.
- C. Hydro Engineering's load rating calculations and supporting test certifying for the lifting-bar's capacity rating.
- D. Manufacturer's instructions for cutting and attaching end fittings to hoses. Including any instruction from the end-fitting manufacturer such as collar fastener torque requirements.

II – DELIVERY, SHIPPING AND HANDLING

- A. The Auxiliary Hose Reel shall be delivered fully loaded with the four length of 12” lay-flat hose, specified hose ends attached and capped, by June 15, 202. Payment will not be approved until the District has verify the full functionality of the reel and compatibility w/ it’s existing powered hose reel trailer. The District shall verify this with-in 10 business days following hose reel delivery.

- B. All Products shall be delivered FOB: Destination to the District’s Central Corporation Yard (2333 Bisso Lane, Concord California, 94520). All Products must be properly protected against damage during shipment. No partial shipments shall be made unless previously approved by the District. Deliveries will only be accepted between the hours of 8:30 a.m. and 3:00 p.m. Monday through Friday. No deliveries will be accepted on Saturdays, Sundays, or District holidays. Each unit shall be off loaded by the vendor and placed in the space designated by the District.

III - SUBMITTALS

Each Bidder shall submit, at the time of bid, the Bid Forms, in Appendix A, in their entirety:

- A. Bidder’s Qualification Form
- B. Bid Schedule
- C. Reference Form, if necessary
- D. Approved Equal, if applicable

PRICING SHEET

ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	EXTENDED PRICE
1.	660-LF lengths of 12" Lay-Flat NSF-61 Potable Water Hose, w/ Vic Grooved End fittings	4 each		\$
2.	Hydro Engineering Aux4x12 Auxiliary A-frame Hose Reel w/ Lifting Bar	1 each.		\$
3.	Vinyl Cover for Aux4x12 Hose Reel	2 each.		\$
4.	Freight	1		\$
SALES TAX @ 8.75%:				\$
GRAND TOTAL BID AMOUNT:				\$

Please provide a firm fixed price for the Product specified in Part II, "Specifications / Special Provision":

Estimated Product Delivery after Receipt of Order _____ weeks.

Payment Terms - Net 30.

Company's Name: _____

Contact Name: _____

Contact Title: _____

Contact Phone No.: _____

Contact Email: _____

Signature: _____

BIDDER QUALIFICATION FORM

This Statement is to accompany the bid submitted in response to Invitation for Bids No. 13/14-37 for the Provision and Delivery of Flexible Water Hose. I certify that the following information submitted is true and correct. The company has supplied products similar in scope and size for a minimum of five years within the United States.

1. NAME OF BIDDER: _____
2. BUSINESS ADDRESS: _____
3. TELEPHONE NO.: _____
4. EMAIL: _____
5. OFFICIAL REP. & TITLE: _____
6. SIGNATURE: _____
7. DATE: _____

If Bidder has not done business with the District within the previous five (5) years, Bidder shall be required to provide three (3) customer (government or private industry) references for contracts of similar scope and size have been completed within the last three years. These customers may be contacted by the District. Responses will be considered by the District in assessing Bidder responsibility.

1 Name: _____
Address: _____
City, State, Zip: _____
Telephone /Email: _____
Contact Person: _____
Duration of Contract: _____

2 Name: _____
Address: _____
City, State, Zip: _____
Telephone /Email: _____
Contact Person: _____
Duration of Contract: _____

3 Name: _____
Address: _____
City, State, Zip: _____
Telephone /Email: _____
Contact Person: _____
Duration of Contract: _____

APPROVED EQUAL FORM

IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION, PROVISION, OR SPECIFICATION ITEM REQUEST! COPY THIS FORM AS NEEDED.

Submitted by: _____ (Company Name)

The District requires that all prospective bidders completely fill out and attach this form **with every separate specification item request** for an Approved Equal pertaining to this Contract. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information that may be useful in reviewing such a request should also be attached to this form.

1. a. Approved equal is being requested for _____, to be used in place of (list technical specification or other reference number, [e.g. page 3, title, subsection, item]).

b. Page no. _____

c. Section Number and Heading _____

2. Description of approved equal request/substitution: _____

3. Product purpose: _____

4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? _____ (If NO, please explain): _____

5. List three commercial firms or public agencies within the United States, which have used the proposed approved equal request/substitution (list California properties first):

A. Company Name _____

Street Address _____

City/State/Zip Code _____

Area Code/Telephone No. (____) _____

Name of Contact Person _____

B. Company Name _____

Street Address _____

City/State/Zip Code _____

Area Code/Telephone No. (____) _____

Name of Contact Person _____

C. Company Name _____
Street Address _____
City/State/Zip Code _____
Area Code/Telephone No. (_____) _____
Name of Contact Person _____

6. List the reasons why the District should approve this request for approved equal/substitution:

7. Attach pertinent test data, technical data, and background information on the approved equal/substitution request.

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:

Company/Agency Name

Contact Name

Phone Number

1) _____

2) _____

3) _____

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:
