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**Invitation to Bid #2110
Overhead Crane Inspection Services
Period of Performance January 1, 2021 through June 30, 2021**

This Invitation to Bid (ITB) dated November 25, 2020, is being issued to receive bids by the Acting Purchasing Officer, Christina Cullins, Contra Costa Water District (District), 1331 Concord Avenue, Concord, California, until **2:00 PM, Thursday, December 17, 2020** for providing **Overhead Crane Inspection Services** for fiscal year 2021 (FY21), beginning on January 1, 2021 through June 30, 2021, and a priced optional 12-month extension period for fiscal year 2022 (FY22), from July 1, 2021 through June 30, 2022, to be exercised at the District's sole discretion. Bid priced option sheet(s) must be included for FY22, the optional 12-month extension, for the bid package to be considered a complete submission. The District will evaluate both one-year and two-year pricing and will determine what appears to provide the best value to the District.

Hardcopy bids must be provided in sealed envelopes, marked "**Bid #2110 FY21 Overhead Crane Inspection Services**" on or before **2:00 P.M., December 17, 2020**.

No faxed or emailed 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. Bids received after this time and date will be considered non-responsive and returned unopened. **Bids received will be opened and read aloud via a conference call line available for participants to listen to the bid opening. The District Purchasing Officer will open the submitted bids no earlier than fifteen (15) minutes after the submittal deadline. Conference call number: (925) 688-8170; Access code: 254-2292.**

GENERAL REQUIREMENTS:

The proposed **Overhead Crane Inspection Services** must include all labor, supervision, materials, and removal and disposal services. The successful contractor will be required to provide all appropriate supplies, materials, tools, and equipment necessary to correctly perform the required services.

A handwritten signature in cursive script that reads "Christina Cullins".

Christina Cullins
Acting Purchasing Officer
Contra Costa Water District

All work can be pre-scheduled in advance at the discretion of the District. The District's primary objective is to obtain consistently reliable, high quality, and timely services. These services will be provided at any District work site in Central or East Contra Costa County, Alameda County and San Joaquin County.

The successful bidder shall provide a dedicated account manager to be responsible for the Contra Costa Water District (District) account. The account manager shall receive all orders and be the primary contact person for all issues regarding this ITB. Failure by the supplier to answer and/or accept telephone orders between 7: 00 a.m. and 4:00 p.m. Pacific Standard Time, Monday through Friday on two or more occasions may be grounds for contract cancellation.

At its option, the District reserves the right to contract with one or more contractors, in order to provide the optimum level of service and value to the District.

This Invitation to Bid does not commit the District to pay any costs incurred in the preparation and presentation of bids or to select any firm that responds.

The District has included a Bid/Proposal Instruction attachment to help explain the District's bid process. Please read and consider these provisions carefully. If you have any questions, please contact the Acting Purchasing Officer via email at ccullins@ccwater.com.

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

Questions can be directed via email to Christina Cullins, Acting Purchasing Officer, ccullins@ccwater.com, not later than 10:00 AM, December 10, 2020.

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

Firms interested in the work should submit:

WHAT: One copy of your bid and one electronic (flash drive) version, prepared in accordance with the instructions in this ITB.

WHEN: **Not later than 2:00 PM, Thursday, December 17, 2020**

WHERE: Contra Costa Water District
1331 Concord Avenue
Concord, CA 94520
Attention: Christina Cullins, Acting Purchasing Officer

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

The District specifically reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of the District, and to waive any irregularities in the proposals.

Prohibition of Discrimination, Harassment, Retaliation, and Abusive Conduct:

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

<https://www.ccwater.com/DocumentCenter/View/973/XII-4-Equal-Employment-Opportunity-PDF>

Bids must be prepared in accordance with the following attachments:

- A: Scope of Work
- B: Rates and Charges
- C: Purchase Order Terms and Conditions
- D: Bid Guarantee Form
- E: Bid/Proposal Instructions
- F: Contractor's Safe Practices Handbook: Link to document [Contractors-Safe-Practices-Handbook-PDF \(ccwater.com\)](#)

SCOPE OF WORK

Crane Inspection pricing to include Quarterly Safety/ Operation checks an annual inspection of all major components that complies with appropriate OSHA regulations and the Crane Manufacturers Association of America (CMAA) recommendations. Prices must be all-inclusive of labor, materials, equipment, and travel unless specifically noted as repair service costs. All additional work must be pre-approved by the contract administrator prior to commencement of work.

Quarterly Inspections will Include:

Lubrication of all required components;

Inspection of bolted and welded connections;

Minor adjustments to both electrical and mechanical components, including but not limited to: limit switches, control switches, brakes and trolley flanges;

Operational tests through full range of functions;

Detailed inspection report along with summary of issues to be addressed with written recommendations for repairs, spare parts inventory, and additional maintenance requirements.

Annual Inspections will Include:

Lubrication of all required components;

Inspection of bolted and welded connections;

Minor adjustments to both electrical and mechanical components, including but not limited to: limit switches, control switches, brakes and trolley flanges;

Operational tests through full range of functions;

Detailed inspection report along with summary of issues to be addressed with written recommendations for repairs, spare parts inventory, and additional maintenance requirements.

Quadrennial testing and inspections will include:

Preliminary crane inspections to allow repairs to be made before scheduled Load Test.

All weights necessary to perform inspections will need to be trucked to the sites, unloaded and reloaded after testing (Forklift or Aerial lift may be required).

Test pick at partial load will be first followed by current OSHA regulations and CMAA recommendations rated capacity load test.

Crane will be run through all available functions.

Quadrennial test report forms will be supplied to the District for our records.

On-Site noncontract repair services:

Troubleshoot and repair crane breakdowns as needed on site at the locations listed on the pricing sheets for Central County Maintenance, Bollman Water Treatment Plant, Randall Bold Water Treatment Plant, Antioch Service Center, and Pumping Plants 1 through 4. Note- travel time, fuel charges, bridge tolls, etc. will not be paid separately. Hourly rate needs to be all inclusive for on-site troubleshooting and repair.

Invoicing

All invoicing will match the pricing list in the Contractor Rates and Charges. Invoices will be submitted by email to the Central County Maintenance Supervisor or East County Maintenance Supervisor (depending on location of the crane serviced) and a hardcopy will be mailed to:

Contra Costa Water District
PO Box H2O
Concord, CA 94520

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**Contractor Rates and Charges
FY 21**

Labor rate for on-site non- contract repairs and services \$_____ per hour

Mark up or Cost Plus % for other items purchased_____specify mark up or cost

Please use pricing sheet below to identify individual Quarterly/ Annual/ Quadrennial costs. (Cranes not listed to be charged at hourly rate plus materials at Cost Plus % mark-up supplied above or at the rate listed for an equivalent crane listed below, whichever is less)

Central County Locations

Central County Maintenance Shop- 2401 Bisso Lane, Concord, CA

Equipment Location	Manufacturer	Capacity	Serial Number	Quarterly	Annual	Quadrennial
Maintenance Shop (Stationary Bridge Crane)	R&M Spacemaster	8 Ton		\$	\$	\$

Central County Treated Water Pump Stations

Equipment Location	Address	Manufacturer	Capacity	Quarterly	Annual	Quadrennial
Sun Terrace Pump Station	3638 Hillsborough Drive Concord, CA	R&M Spacemaster	2 Ton	\$	\$	\$
Eagle Peak Pump Station	3001 Miwok Way Clayton, CA	R&M Spacemaster	2 Ton	\$	\$	\$
Irish Canyon Pump Station	180 Brandywine Place Clayton, Ca	R&M Spacemaster	2 Ton	\$	\$	\$
Keller Ranch Pump Station	9013 Elk Drive Clayton, CA	R&M Spacemaster	2 Ton	\$	\$	\$
Club House Pump Station	1000 Peacock Drive Clayton, CA	R&M Spacemaster	2 Ton	\$	\$	\$
Oakhurst Pump Station	391 Blue Oak Lane Clayton, CA	R&M Spacemaster	2 Ton	\$	\$	\$
Ygnacio Pump Station	700 N. San Carlos Drive Walnut Creek, CA	R&M Spacemaster	2 Ton	\$	\$	\$
Crystal Ranch Pump station	823 Deer Spring Cir. Clayton, CA	R&M Spacemaster	2 Ton	\$	\$	\$

Concord Corporation Yard (Vehicle Mounted)- 2401 Bisso Lane, Concord, CA

Vehicle #	Manufacturer	Capacity	Serial Number	Quarterly	Annual	Quadrennial
V123	Autocrane	5 Ton	10006H	\$	\$	\$
V193	Autocrane	1 Ton	2003	\$	\$	\$
V169	Autocrane	1 Ton	2003	\$	\$	\$
V110	Autocrane	1 ½ Ton	3203H	\$	\$	\$
V226	Autocrane	2 ½ Ton	5005EH	\$	\$	\$
V227	Autocrane	2 ½ Ton	5005EH	\$	\$	\$
V218	Altec	18 Ton		\$	\$	\$
V861	Autocrane	1 ½ Ton	3203 PRX-0704	\$	\$	\$

East County Locations

Antioch Service Center- 3965 Neroly Rd. Oakley, CA

Equipment Location	Manufacturer	Capacity	Serial Number	Quarterly	Annual	Quadrennial
Maintenance Shop- East	R&M Crane	8 Ton	A0105328	\$	\$	\$
Maintenance Shop- West	R&M Crane	8 Ton	A0105327	\$	\$	\$

Randall Bold Water Treatment Plant- 3760 Neroly Road, Oakley, CA

Equipment Location	Manufacturer	Capacity	Serial Number	Quarterly	Annual	Quadrennial
Chlorine Hoist	Detroit Hoist	2 Ton	144013	\$	\$	\$
MPP Pump Station	Coffing	2 Ton	WR3F.110.WRD	\$	\$	\$
Randall Bold Shop	Gorbel	1 Ton	617756	\$	\$	\$
Sediment Basins	R&M Crane	2 Ton	HHW10366	\$	\$	\$

Antioch Service Center (Vehicle Mounted)- 3965 Neroly Rd. Oakley, CA

Vehicle #	Manufacturer	Capacity	Serial Number	Quarterly	Annual	Quadrennial
V006	Little Giant	25 Ton	640802	\$	\$	\$
V219	Liftmoore	3.5 Ton	18-62666R220	\$	\$	\$

Pumping Plants (Stationary)- Various locations, all within 10 miles of the Antioch Service Center location

Equipment Location	Manufacturer	Capacity	Serial Number	Quarterly	Annual	Quadrennial
Pumping Plant #1	Euclid	2 Ton	8720-1	\$	\$	\$
Pumping Plant #2	Euclid	2 Ton	8720-2	\$	\$	\$
Pumping Plant #3	Euclid	2 Ton	8720-3	\$	\$	\$
Pumping Plant #4	Euclid	2 Ton	8720-4	\$	\$	\$
Old River Pump Station	Crane Works	1 Ton	18404-19801	\$	\$	\$
Middle River Pump Station	Kone	2 Ton	Kone-XN Chain	\$	\$	\$

Submitted by: _____

Company Name: _____

**Contractor Rates and Charges
FY 22**

Labor rate for on-site non- contract repairs and services \$_____ per hour

Mark up or Cost Plus % for other items purchased_____specify mark up or cost

Please use pricing sheet below to identify individual Quarterly/ Annual/ Quadrennial costs. (Cranes not listed to be charged at hourly rate plus materials at Cost Plus % mark-up supplied above or at the rate listed for an equivalent crane listed below, whichever is less)

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Middle River Pump Station	Kone	2 Ton	Kone-XN Chain	\$	\$	\$

Submitted by: _____

Company Name: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

Prohibition of Discrimination, Harassment, Retaliation, and Abusive Conduct:

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

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

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

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

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

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

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

Company: _____

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: _____

BID/PROPOSAL INSTRUCTIONS

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 acknowledgement and bid/proposal guaranty, with all items properly filled out in non-erasable permanent ink. All bid/proposal documents must be signed and dated where required. 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.

All **bids** will be publicly opened and read aloud 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 via conference call per details specified in the bid request. 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 and as applicable, 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, if required.

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 Documents, and be fully informed as to all existing terms, 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 sent via US Mail 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. Consistent with the current Shelter In Place (SIP) order, bids may be submitted electronically directly to the contact staff person listed herein. 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 may be requested in writing via email at least **7 days** prior to the time set for the bid opening/proposal due date.

Any changes made to the bid/proposal documents initiated by the District will be through written addenda and furnished to all bidders/proposers via email or other electronic means. 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 acknowledged as required by the provisions of this ITB. 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 and in accordance with applicable state laws.

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

All **bids** will be publicly opened and read aloud at the District's headquarters at 1331 Concord Ave, Concord CA 94520 at the time and date specified via conference call. The call-in number is (925) 688-8170 and the participant code is 254-2292. Bidders are invited, but not required, to attend the bid opening. Bids will be awarded by the District to the lowest, responsive and responsible bidder meeting the specifications, and results posted on the District's web site.

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 will 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 will 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 be provided 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 in the contract documents.

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.