



## **Bid Specifications**

**For**

**One (1) One-Ton Pickup Truck**

**And**

**One (1) Cargo Van**

**Proposals Due: 1:00 PM, July 30, 2019**

**July 15, 2019**

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## I. NOTICE INVITING BIDS

Bids are invited by the Municipal Water District of Orange County (MWDOC) to furnish and deliver **One Heavy Duty One Ton Pick-Up Truck and One Cargo Van** to MWDOC in accordance with the following specifications.

MWDOC will accept questions within the deadlines listed below. **All inquiries regarding this invitation must be submitted in writing via email only** to [rdavis@mwdoc.com](mailto:rdavis@mwdoc.com) by the deadline listed below.

<b><i>Deadlines</i></b>	<b><i>DATE/TIME</i></b>
Question Submittal Deadline	<b>7/22/2019</b> @ 1:00 p.m.
Bid Opening	<b>7/30/2019</b> @ 1:00 p.m.

Bids are to be received **by 7/30/2019, no later than 1:00 P.M.** at 18700 Ward St. Fountain Valley, CA 92708. Bids received after the posted time will be returned unopened. MWDOC has the right to reject all bids. Bidders may submit bids for one or both vehicles listed in the specifications.

Bids shall be submitted as follows:

- In a sealed envelope.
- **BID FOR VEHICLES** clearly written on the outside of envelope.
- Addressed to the attention of Rachel Davis.
- Envelope from courier services shall have the same information above listed.

Bidder shall mail or deliver one (1) original hard-copy bid and one (1) digital copy on a USB drive, of their bid to the following address:

Municipal Water District of Orange County  
Rachel Davis  
**BID FOR VEHICLES**  
18700 Ward St.  
Fountain Valley, CA 92728

## II. Item 1. One-Ton Extended Cab Pick-up Truck

Furnish and deliver to the Municipal Water District of Orange County (MWDOC) one (1) heavy-duty one-ton pick-up truck complete with all features and equipment advertised as “standard” and specified, and shall comply with all the minimum requirements in this Section. Truck shall comply with the California Vehicle Code, California Division of Industrial Safety, OSHA, and all other applicable State and Federal laws. Vehicles shall meet the Federal Gross Vehicle Weight Rating (GVWR) and all components shall have corresponding GVW ratings.

Vehicle shall comply with the following specifications:

<b><i>One-Ton Extended Cab Pick-up Truck</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>If no, explain deviation(s)</i></b>
<p><b><u>General</u></b></p> <p>The truck shall be heavy-duty one-ton, <b><u>current</u></b> year model with gasoline engine. SRW, extended cab, full-size with long bed; shall be delivered complete with all features and equipment advertised as “standard” and specified, and shall comply with the minimum requirements of these Specifications.</p>			
<p><b><u>GVWR:</u></b></p> <p>Manufacturers Standard</p>			
<p><b><u>Wheelbase:</u></b></p> <p>Manufacturers Standard</p>			
<p><b><u>Engine:</u></b></p> <p>Gasoline, 6.2 liter, V8, 385 net HP <b>minimum</b>, fuel injection, and electronic ignition or approved equal</p>			
<p><b><u>Transmission:</u></b></p> <p>Shall be an automatic, steering column shift, minimum six forward speeds, and if available, with magnetic drain plug. Heaviest duty option offered for engine size.</p>			
<p><b><u>Steering:</u></b></p> <p>Hydraulic power-assisted with steering damper</p>			

<b>One-Ton Extended Cab Pick-up Truck</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
<p><b><u>Brakes:</u></b> Power 4-wheel disc with Anti-Lock Brake System (ABS)</p>			
<p><b><u>Towing Capacity:</u></b> Must have adequate towing capacity to safely tow the wet weight of a DCA220SSJUAF MQ POWER Whisperwatt Generator mounted on a TRLR220XF MQ POWER Tandem Axle Trailer</p>			
<p><b><u>Wheels and Tires:</u></b></p> <ol style="list-style-type: none"> <li>1. Wheel size 17" x 7.5" with 8 hole lug pattern. Tires LT245 75R17E BSW. Shall also include low air pressure sensors.</li> <li>2. One (1) assembled and balanced full size spare wheel and tire shall be provided for each unit delivered. Shall include low air pressure sensor</li> <li>3. Include lug wrench and jack installed in cab.</li> </ol>			
<p><b><u>Electrical System:</u></b> Two Hundred Twenty (220) AMP minimum alternator, 850 C.C.A. at 0° F battery.</p>			
<p><b><u>Fuel Capacity:</u></b> 34 gallons minimum</p>			
<p><b><u>Cab Features and Equipment:</u></b></p> <ol style="list-style-type: none"> <li>1. Extended-cab with 40/20/40 front seats and bench rear seats, vinyl upholstery</li> <li>2. AM/FM Radio</li> <li>3. Factory-installed air conditioning</li> <li>4. Standard Windshield</li> </ol>			

<b><i>One-Ton Extended Cab Pick-up Truck</i></b>	<b>Yes</b>	<b>No</b>	<b><i>If no, explain deviation(s)</i></b>
Four (4) sets of keys with remote keyless entry.			
5. Heavy Duty Black rubber floor mats, on driver and passenger sides.			
6. Power package: Windows and door locks			
<b><u>Miscellaneous Features and Equipment:</u></b>			
1. Electric backup alarm: California legal, electric type; supplied and installed to comply with California Vehicle Code			
2. Color: White			
3. Factory-installed electric towing brake controller			
4. Trailer connectors: one Cole Hersee #1235 (6-pin)			
5. One 2 lbs. ABC fire extinguisher mounted under rear seat in truck cab			
6. Two (2) Amber LED strobe lights integrated into front headlights (2) Amber LED strobe lights in the rear. The lights shall be controlled by a switch located in the vehicle cab, with a red indicator light			
7. Trailer Hitch Receiver shall be 2.5" hitch and supplied with 2"-2.5" sleeve reducer. Supply pintle hook mounting plate (5" X 12 1/2") for 2" Hitches – 12.25" Shank – 7 Hole – 10,000 lbs. with a pintle hook combination with 2" ball.			
8. Bluetooth cell phone connectivity for hands free operation of cell phone.			
10. Rear under seat storage compartment.			
11. 110V/400W power outlet located in cab			

<b>One-Ton Extended Cab Pick-up Truck</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
12. Factory installed running boards			
13. Factory installed standard dome light in cab.			
<b><u>Utility Service Body:</u></b> <b>(Harbor Truck and Van Combo Master style or approved equal, see Drawing A)</b>			
1. Over dimensions: Length: 122" Width: 93" Height of compartments: 41" minimum Width of bed area: 49" Bed area depth when measured from bed floor to top of compartment: 23" minimum			
2. Compartment depth at front of bed: 19"			
3. Forward Compartment "A" shall have double doors. At least two (2) adjustable locking shelves with galvanized steel dividers. One piece neoprene weather seal. Gas shocks on doors. Push button locking system with red band locking indicator. Three point locking system.			

<b>One-Ton Extended Cab Pick-up Truck</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
<p>4. Center compartments “B” over rear wheels shall have one drop down door with chains on each side connected to door and body to hold door open in horizontal position for use as a writing surface. Include one adjustable locking shelf with galvanized steel dividers. One piece neoprene weather seal. Push button locking system with red band locking indicator. Three point locking system.</p>			
<p>5. Rear compartments “C” shall have a single door hinged forward, two (2) adjustable locking shelves with galvanized steel dividers. They shall have one piece neoprene weather seal, gas shocks on doors and push button locking system with red band locking indicator. The locking system shall be three point. Incorporate thru member from passenger side to driver side to increase structural integrity.</p>			
<p>6. Utility bed lid shall be 304 stainless steel self-opening pop top lid with full length compartment bins with 4” deep adjustable galvanized steel dividers.</p>			
<p><b><u>Paint:</u></b> Entire cab and body, including all painted metal areas inside door and door jambs, shall be painted standard manufacturer’s “White”.</p>			
<p><b><u>Truck Bed Lining:</u></b> Spray On Bed Liner. Provide spray on bed liner on floor of truck bed and on walls of truck bed.</p>			



<b>One-Ton Extended Cab Pick-up Truck</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
<p><b><u>Tailgate:</u></b> Four hinged fold-down gates, two on rear face, one streetside, one curbside.</p>			
<p><b><u>Bumper:</u></b> 8" deep recessed step bumper with diamond plate Black powder-coated</p>			
<p><b><u>Cone Rack:</u></b> Install one (1) post style cone holder on driver side rear of utility body. Shall have capacity to carry eight (8) twenty-eight (28") inch tall cones</p>			
<p><b><u>Light bar:</u></b> Provide one <i>Whelen</i> JY8AAAA configured with rear traffic advisor, alley lights and 4 corner amber lights, mounted to top of cab with WECAN control panel mounted in cab. Or approved equal.</p>			
<p><b><u>Backup Camera:</u></b> Factory installed back up camera.</p>			

<b><i>One-Ton Extended Cab Pick-up Truck</i></b>	<b>Yes</b>	<b>No</b>	<b><i>If no, explain deviation(s)</i></b>
<p><b><u>Emission Rating:</u></b></p> <p>Vehicle shall meet the minimum emission requirements set forth by the SCAQMD and all applicable local, state, and governmental regulations.</p>			
<p><b><u>Warranty (Required):</u></b></p>			
<p>Bumper-to-Bumper coverage and labor:</p> <p>36 months/ unlimited miles</p> <p>Zero dollar (\$0.00) deductible</p>			
<p>Roadside Assistance: 36 months/ unlimited miles</p>			
<p>Optional Extended Warranty:</p> <p>Four (4) year warranty including bumper to bumper coverage and labor.</p> <p>Zero dollar (\$0.00) deductible</p>			
<p>Optional Extended Warranty:</p> <p>Five (5) year warranty including bumper to bumper coverage and labor.</p> <p>Zero dollar (\$0.00) deductible</p>			
<p>Manufacturer shall identify a single point warranty, and repair facility approved by the Municipal Water District of Orange County (MWDOC) within 35-miles from the MWDOC Administration Building.</p>			

### III. Item 2. *Cargo Van*

Furnish and deliver to the Municipal Water District of Orange County (MWDOC) one (1) Cargo Van complete with all features and equipment advertised as “standard” and specified, and shall comply with all the minimum requirements in this Section. Van shall comply with the California Vehicle Code, California Division of Industrial Safety, OSHA, and all other applicable State and Federal laws. Vehicles shall meet the Federal Gross Vehicle Weight Rating (GVWR) and all components shall have corresponding GVW ratings.

**Vehicle shall comply with the following specifications:**

<b><i>Cargo Van</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>If no, explain deviation(s)</i></b>
<b><u>General</u></b> The van shall be <b>current</b> year model with gasoline engine.			
<b><u>Make and Model:</u></b> Chevrolet City Express Dodge RAM ProMaster City Ford Transit Connect XL Nissan NV200 Or approved equal			
<b><u>GVWR:</u></b> Manufacturers Standard			
<b><u>Wheelbase:</u></b> Manufacturers Standard			
<b><u>Engine:</u></b> Gasoline, 2.4 liter <b>minimum</b> , 4 cylinder turbo or approved equal			
<b><u>Transmission:</u></b> Manufacturers Standard			
<b><u>Steering:</u></b> Manufacturers Standard			
<b><u>Brakes:</u></b> Power front and rear wheel disc, with Anti-Lock Brake System (ABS)			

<b>Cargo Van</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
<p><b><u>Wheels and Tires:</u></b></p> <p>1. Manufacturers standard</p>			
<p><b><u>Electrical System:</u></b></p> <p>Two Hundred Twenty (220) AMP minimum alternator, 850 C.C.A. at 0° F battery.</p>			
<p><b><u>Fuel Capacity:</u></b></p> <p>Manufacturer's standard</p>			
<p><b><u>Cab Features and Equipment:</u></b></p>			
1. Driver and passenger premium vinyl bucket seats			
2. AM/FM Radio			
3. Factory-installed air conditioning			
2. Standard Windshield			
3. Four (4) sets of keys with remote keyless entry.			
4. Heavy Duty Black rubber floor mats, on driver and passenger sides.			
5. Power package: Windows and door locks			
6. Solid or mesh bulkhead cargo partition			
7. At least one (1) 110V/400W power outlet located in cab			
8. Bluetooth cell phone connectivity for hands free operation of cell phone			
9. Two (2) Amber LED strobe lights integrated into front headlights (2) Amber LED strobe lights in the rear. The lights shall be controlled by a switch located in the vehicle cab, with a red indicator light			

<b>Cargo Van</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
<b><u>Miscellaneous Features and Equipment:</u></b>			
1. Electric backup alarm: California legal, electric type; supplied and installed to comply with California Vehicle Code			
2. Color: White			
3. One 2 lbs. ABC fire extinguisher mounted in cargo area of van			
4. Factory installed running boards			
5. Factory installed standard dome light in cab.			
6. Provide and install one Whelen JY8AAAA configured with rear traffic advisor, alley lights and 4 corner amber lights, mounted to top of cab with WECAN control panel mounted in cab. Or approved equal.			
7. Factory installed back up camera.			
8. One (1) assembled and balanced full size spare wheel and tire shall be provided for each unit delivered. Shall include low air pressure sensor			
9. Include lug wrench and jack installed in cab.			
<b><u>Cargo Area:</u></b>			
1. LED Cargo Area lighting			
2. Rear symmetrical or 40/60 split doors			
3. Dual side sliding doors			

<b>Cargo Van</b>	<b>Yes</b>	<b>No</b>	<b>If no, explain deviation(s)</b>
4. Provide and install van make and model appropriate Adrian Steel General Service Starter Package with adjustable shelving or approved equal			
5. Entire cab and body, including all painted metal areas inside door and doorjambs, shall be painted standard manufacturer's "White."			
<b><u>Emission Rating:</u></b> Vehicle shall meet the minimum emission requirements set forth by the SCAQMD and all applicable local, state, and governmental regulations.			
<b><u>Warranty (Required):</u></b>			
Bumper-to-Bumper coverage and labor: 36 months/ unlimited miles Zero dollar (\$0.00) deductible			
Roadside Assistance: 36 months/ unlimited miles			
Optional Extended Warranty: Four (4) year warranty including bumper to bumper coverage and labor. Zero dollar (\$0.00) deductible			
Optional Extended Warranty: Five (5) year warranty including bumper to bumper coverage and labor. Zero dollar (\$0.00) deductible			
Manufacturer shall identify a single point warranty, and repair facility approved by the Municipal Water District of Orange County (MWDOC) within 35-miles from the MWDOC Administration Building.			

#### **IV. Additional Requirements**

##### **a. MANUALS**

Furnish operation and maintenance instruction manuals, service manuals and parts list for each vehicle on CD-ROM or USB drive.

##### **b. DATA REQUIRED OF BIDDER**

In the bid section of this specification, the name of the manufacturer and the full model designation of each vehicle and equipment along with all requested technical data must be listed.

In addition, a bid list indicating the particular engine and the optional features, equipment, and accessories that will be included with the vehicle must be included with the bid submitted.

If required by MWDOC, the apparent low bidder shall submit drawings and/or detail specifications of the vehicle and equipment proposed to be furnished.

##### **c. STATE OF CALIFORNIA VEHICLE REGISTRATION**

Register the vehicle with the State of California Department of Motor Vehicles. Note that an exempt license plate should be issued.

Registration documents shall read as follows:

Municipal Water District of Orange County  
18700 Ward Street  
Fountain Valley, CA 92708

##### **d. REFERENCES**

Not Applicable

##### **e. WARRANTY**

Warranty period shall be thirty-six (36) months covering 100% bumper-to-bumper, parts, labor, and equipment with zero dollar (\$0.00) deductible. Warranty period shall begin when the MWDOC places the vehicle in service. During the warranty period the contractor shall be required to provide service within one (1) working day after notification by telephone; and Contractor shall repair, replace, adjust, or otherwise correct defects at no cost to MWDOC.

If the manufacturer of the vehicle normally offers a warranty with a term in excess of the warranty specified above, the vehicle or other equipment shall also be subject to the full term of that warranty.

Any repair work or parts replaced during the warranty period shall be subject to the full term of the warranty, starting on the date of completion of such repair work or part

replacement. All transportation of vehicle for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with MWDOC.

Bidder shall submit with bid a copy of the manufacturer's standard warranty and identify a single point warranty, and repair facility approved by MWDOC within 35-miles of MWDOC.

**f. OPTIONAL EXTENDED WARRANTY**

MWDOC is requesting potential bidders to offer an option of a four (4) year bumper-to-bumper warranty with a zero dollar (\$0) deductible and a five (5) year bumper-to-bumper warranty with a zero dollar (\$0) deductible. MWDOC may choose to purchase the four (4) year or five (5) year extended warranty coverage or may choose to decline the extended warranty coverage.

Extended warranty shall cover all components bumper-to-bumper and labor. During the extended warranty period the contractor shall be required to provide service within one (1) working day after notification by telephone; and the Contractor shall repair, replace, adjust, or otherwise correct defects during the warranty period at its own cost and expense, without cost to MWDOC. All transportation of vehicle for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with MWDOC.

If the optional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished.

Proposed cost for optional extended warranty shall be listed on the bid form.

**g. WARRANTY REPAIR (COMPLETION) SCHEDULE**

Delivery of vehicle and completion of services during warranty period shall be calculated based on the total number of hours identified in the Visual Damage Quotation (VDQ) based on an eight (8) hour work day, plus five (5) additional work days. Completion of warranty repair shall not exceed the Visual Damage Quotation (VDQ), plus five (5) additional work days. Delivery requirements shall begin upon Contractor's receipt of vehicle or part. (Saturdays, Sundays and National Holidays shall not be considered as work days).

Special circumstances beyond the control of the Contractor may cause unexpected delays and therefore may justify a request for additional time to perform itemized repairs. Additional repair time requested by the Contractor shall be submitted in writing to MWDOC. Should MWDOC grant additional repair time, the amount of additional time shall be identified in writing by the appropriate MWDOC representative.

**h. SERVICING**

The vehicle shall be fully serviced and ready for use when delivered.



The servicing shall include all items on the manufacturer's checklist for California and appropriate for the particular models of vehicle furnished. A copy of the completed and signed check sheet shall be delivered with the vehicle.

The Fuel tanks shall have a minimum three-quarters full tank upon delivery to MWDOC.

**i. INSPECTION**

A representative of MWDOC shall have free access, at all reasonable times, to all parts of any plant that concerns the manufacture and fabrication of equipment to be furnished. That representative may inspect fabrication of component parts, assembly of equipment, surface preparation and application of paint or coatings, and any other operations that bear upon the suitability of the truck and equipment to be furnished.

Give no less than 48-hours prior notice of manufacturing and fabrication activities by contacting Rachel Davis at 714/593-5038. Contractor shall coordinate and schedule above activities with MWDOC to insure a timely delivery and compliance with these Specifications.

Final inspection and acceptance of the vehicle and equipment by MWDOC shall be made following delivery.

The vehicle and equipment not meeting the minimum specified requirements as determined by MWDOC, shall be returned to the Contractor for compliance. Contractor shall correct noted deficiencies within ten (10) working days at no additional cost to MWDOC.

**j. DEVIATIONS**

Any minor deviation from these Specifications may be waived by MWDOC if, in the opinion of the General Manager or designee, said deviation does not detract from or impair the use and value of the system and equipment delivered to MWDOC.

The vendor must state in the spaces provided in the bid and/or on additional sheets of paper if necessary, any and all deviations from these Specifications.

**k. DELIVERY**

The One-Ton Pickup Truck shall be delivered complete, f.o.b Municipal Water District of Orange County, 18700 Ward Street, Fountain Valley, California within 90 calendar days after issuance of notice to proceed and purchase order by MWDOC. The Cargo Van shall be delivered complete, f.o.b Municipal Water District of Orange County, 18700 Ward Street, Fountain Valley, California within 60 calendar days after issuance of notice to proceed and purchase order by MWDOC. Vehicles shall not be delivered to MWDOC until after receipt of a purchase order. MWDOC will not be held liable for the vehicles while in transport until the district has received the vehicles, which is standard for most purchases by cities, individuals, etc.

## **I. LIQUIDATED DAMAGES**

Time is of the essence in performance hereunder. If the Contractor fails to meet the delivery schedule, MWDOC shall deduct the sum of Fifty Dollars (\$50.00) per calendar day for each vehicle that does not meet the delivery schedule, as liquidated damages and not as a penalty for breach.

Liquidated damages for item returned to the Contractor for deficiency corrections shall start on the eleventh day after delivery to Contractor and continue until item is returned to MWDOC.

## **m. PAYMENT**

Payment for the vehicle shall be made in due course from MWDOC after completion of delivery and acceptance by the General Manager or authorized representative and upon receipt of an invoice from the Contractor.

## **n. OUT OF STATE CONTRACTORS**

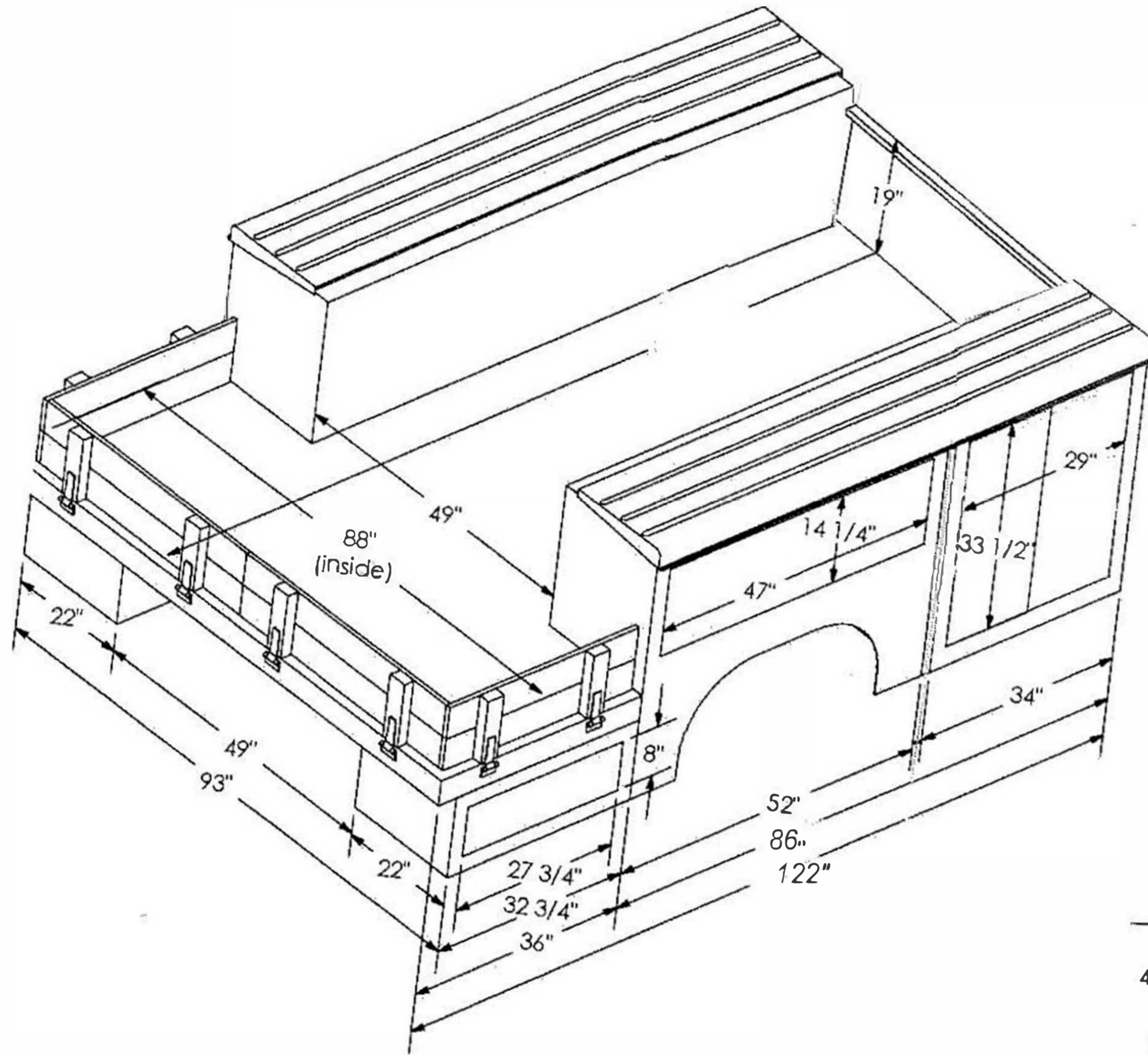
All out-of-state Contractors including manufacturers, distributors and vendors shall deliver f.o.b. to the Municipal Water District of Orange County, 18700 Ward Street, Fountain Valley, California. MWDOC and Contractor shall agree on delivery method. Contractor shall be responsible for and pay all costs of delivery and assume risk of loss and damage to destination point.

Contractor shall not be entitled to and by signing a Contract waives any claim or damages for delay against MWDOC if Contractor does not timely submit these forms to the appropriate governmental entity.

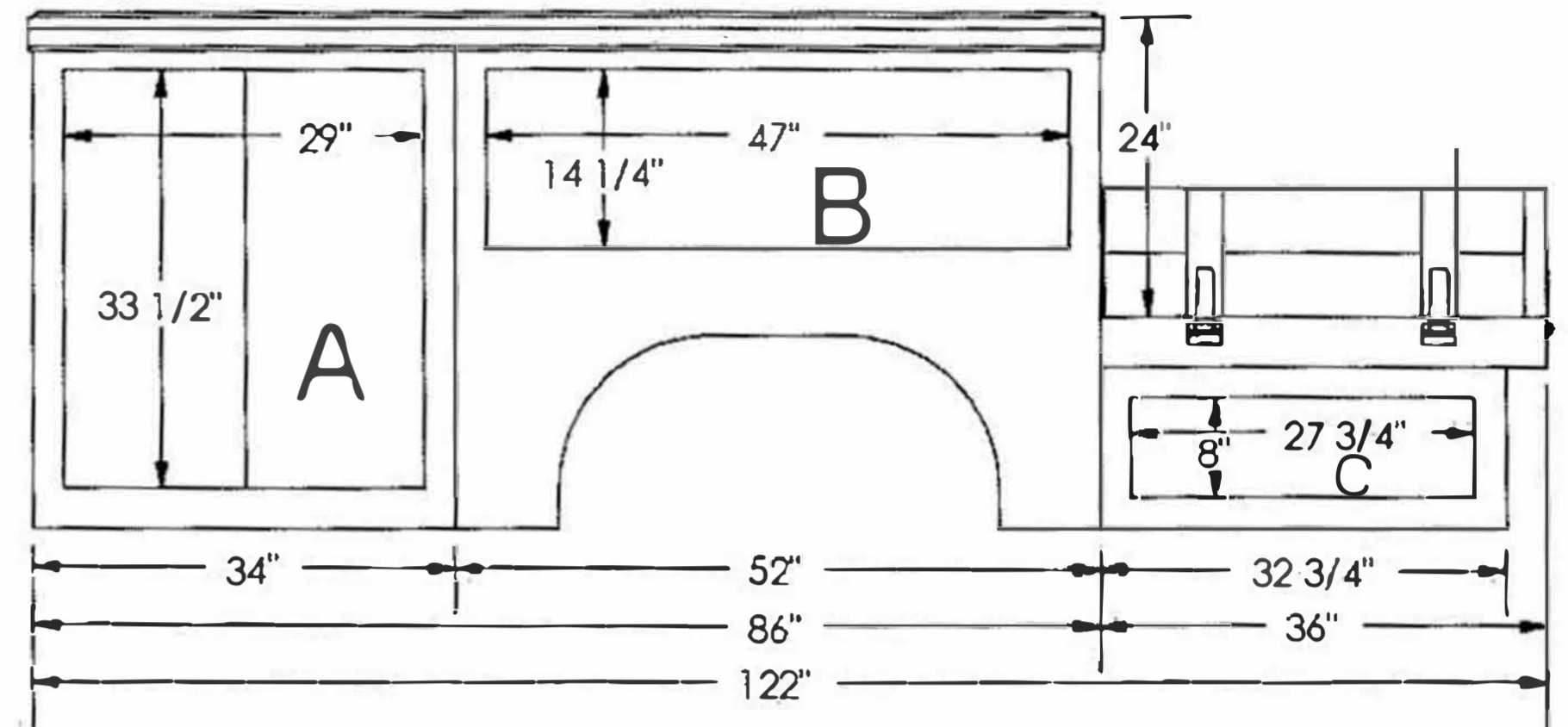
## **o. SALES TAX**

Extension prices stated herein shall **not** include sales tax.

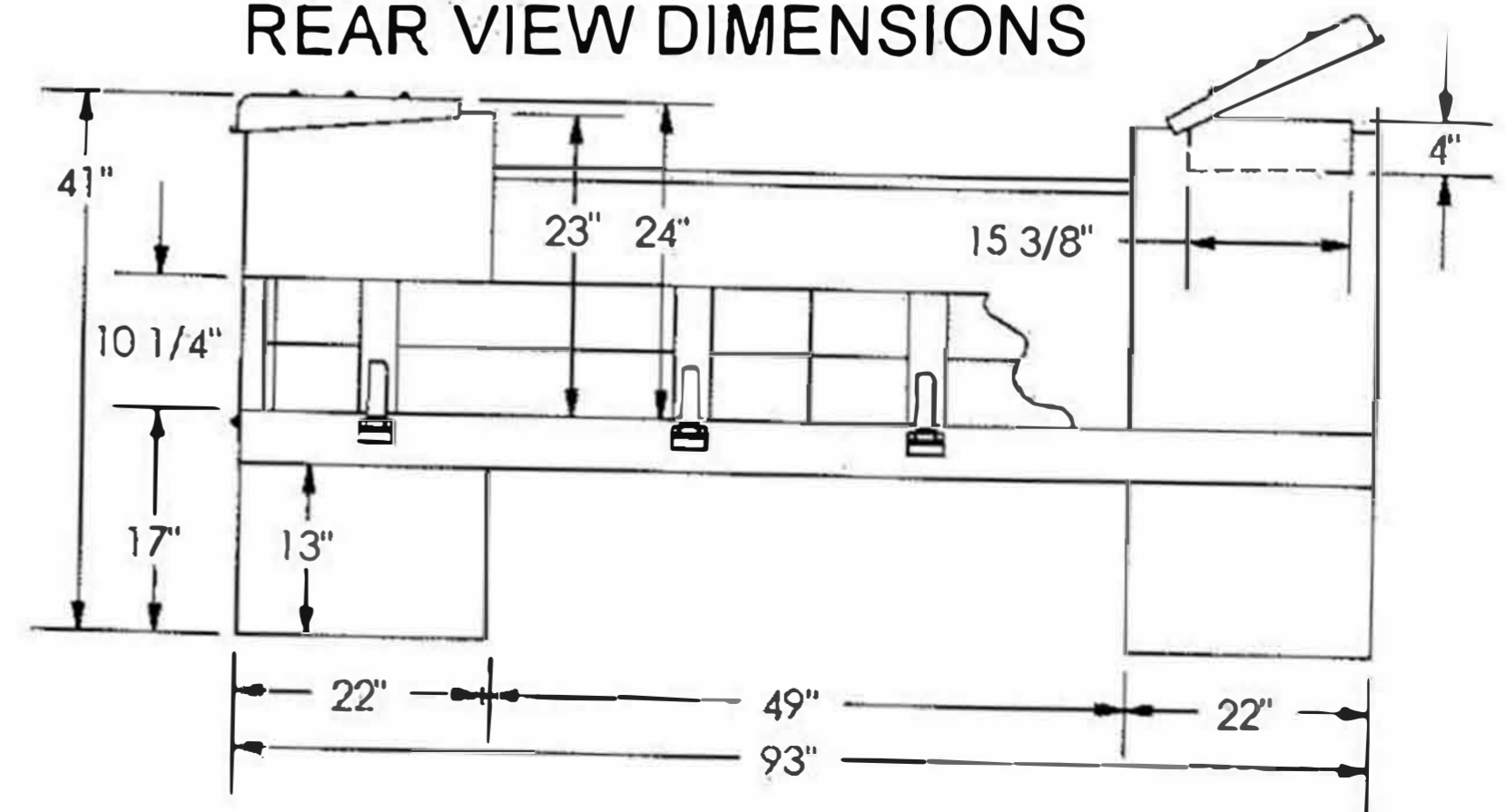
# Attachment A



## 10-FT. SIDE VIEW DIMENSIONS



## REAR VIEW DIMENSIONS



**VI.ATTACHMENT B  
 BID FORM SECTION**

Municipal Water District of Orange County  
 18700 Ward St.  
 Fountain Valley, CA 92708

Members of the Board:

In accordance with your notice inviting bids and terms and conditions, the undersigned shall furnish and deliver **ONE (1) HEAVY DUTY ONE-TON EXTENDED CAB PICK-UP TRUCK** complete as per specifications and execute a contract at the following prices:

<u>ITEMS:</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION PRICE</u>
Heavy Duty One-ton Extended Cab Pick-up Truck	\$ _____	1 Ea.	\$ _____
Other Charges (Explain):			
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
		<b>SUB TOTAL</b>	\$ _____
		<b>SALES TAX (8.75%)</b>	\$ _____
<b><u>BID TOTAL</u></b>			\$ _____

The foregoing total bid amounts **include California State sales or use tax, or any municipal or county sales tax, and all other taxes legally chargeable in connection with furnishing and delivering bid items** to MWDOC.

**Optional Items:**

<u>ITEMS:</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION PRICE</u>
Optional 4 Year Warranty Bumper-to-Bumper (\$0 Deductible)	\$ _____	1 Ea	\$ _____
Optional 5 Year Warranty Bumper-to-Bumper (\$0 Deductible)	\$ _____	1 Ea	\$ _____

**Required Data (TRUCK):**

**Vehicle (Manufacturer, Model):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Backup Camera (Manufacturer, Model):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The name(s) and location(s) of the local dealership(s) where parts, service, and warranty repair may be acquired within 48 hours:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Deviations from Specifications\* \*** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A list of engine, GVWR, axle capacities, suspension ratings, optional features, equipment, and accessories for the vehicle is attached. Also attached are copies of manufacturer's standard warranties for the vehicle and proposed equipment as specified.

Contractor will furnish and deliver One (1) Cargo Van complete, as specified, within **sixty (60) calendar days** after issuance of Notice to Proceed by MWDOC.

Bids must be signed by individual(s) legally authorized to bind the vendor and shall contain a statement that the bid is a firm offer for a 90-day period. MWDOC reserves the right to purchase different quantities at the proposed unit price depending on actual needs.

It is understood that the unit price(s) shall be held to be "correct" if the totals are found to contain any computational errors and that the totals found to be in error shall be corrected.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH MWDOC INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE GOODS **FOB DESTINATION** MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, 18700 WARD ST., FOUNTAIN VALLEY, CALIFORNIA 92708.

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**STATEMENT OF NON-COLLUSION**

This bid is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This bid is genuine and not sham or collusive nor made in the interest or in behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid and the bidder has not in any manner sought by collusion to secure for himself or herself an advantage over any other bidder.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

---

Authorized signature and date

---

Print Name & Title

Members of the Board:

In accordance with your notice inviting bids and terms and conditions, the undersigned shall furnish and deliver **ONE (1) CARGO VAN** complete as per specifications and execute a contract at the following prices:

<u>ITEMS:</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION PRICE</u>
Cargo Van	\$ _____	1 Ea.	\$ _____
Other Charges (Explain):			
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

**SUB TOTAL** \$ \_\_\_\_\_

**SALES TAX (8.75%)** \$ \_\_\_\_\_

**BID TOTAL**

\$ _____
----------

The foregoing total bid amounts **include California State sales or use tax, or any municipal or county sales tax, and all other taxes legally chargeable in connection with furnishing and delivering bid items** to MWDOC.

**Optional Items:**

<u>ITEMS:</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION PRICE</u>
Optional 4 Year Warranty Bumper-to-Bumper (\$0 Deductible)	\$ _____	1 Ea	\$ _____
Optional 5 Year Warranty Bumper-to-Bumper (\$0 Deductible)	\$ _____	1 Ea	\$ _____

**Required Data (VAN):**

**Vehicle (Manufacturer, Model):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Backup Camera (Manufacturer, Model):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The name(s) and location(s) of the local dealership(s) where parts, service, and warranty repair may be acquired within 48 hours:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Deviations from Specifications\* \*** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A list of engine, GVWR, axle capacities, suspension ratings, optional features, equipment, and accessories for the vehicle is attached. Also attached are copies of manufacturer's standard warranties for the vehicle and proposed equipment as specified.

Contractor will furnish and deliver One (1) Cargo Van complete, as specified, within **sixty (60) calendar days** after issuance of Notice to Proceed by MWDOC.

Bids must be signed by individual(s) legally authorized to bind the vendor and shall contain a statement that the bid is a firm offer for a 90-day period. MWDOC reserves the right to purchase different quantities at the proposed unit price depending on actual needs.

It is understood that the unit price(s) shall be held to be "correct" if the totals are found to contain any computational errors and that the totals found to be in error shall be corrected.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_



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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

---

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH MWDOC INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE GOODS **FOB DESTINATION** MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, 18700 WARD ST., FOUNTAIN VALLEY, CALIFORNIA 92708.

---

**STATEMENT OF NON-COLLUSION**

This bid is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This bid is genuine and not sham or collusive nor made in the interest or in behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid and the bidder has not in any manner sought by collusion to secure for himself or herself an advantage over any other bidder.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

---

Authorized signature and date

---

Print Name & Title

## VII. ATTACHMENT C

### STANDARD PURCHASE AGREEMENT

This AGREEMENT ("Agreement") is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY** ("MWDOC"), a municipal water district, and \_\_\_\_\_ ("Vendor"), a \_\_\_\_\_ **[\*SPECIFY ENTITY TYPE; E.G. CALIFORNIA CORPORATION\*]** (all parties referred to herein collectively as "Parties" and individually as "Party").

### TERMS

In consideration of the mutual understandings contained in this Agreement, and other good, valuable and sufficient consideration, the Parties hereto agree as follows:

1. **VEHICLE.** Vendor agrees to sell and MWDOC agrees to purchase, **[\*INSERT #\*]** vehicles **[\*VEHICLE(S)\*]**, as more specifically described in Exhibit "A" ("Vehicles"), for the total Purchase Price of \_\_\_\_\_ Dollars and NO/100 (\$\_\_\_\_\_), inclusive of any applicable taxes. **[\*INSERT IF APPLICABLE: This Purchase Price shall include delivery of the Vehicles to \_\_\_\_\_, California, and Vendor shall bear all liability and responsibility for damage to the Vehicles prior to delivery.\*]** This Purchase Price shall be paid by the District within thirty (30) days of the delivery and acceptance of the Vehicles following the time period established herein for MWDOC's Inspection ("Time of Purchase").
2. **CANCELLATION & TITLE TRANSFER.** Vendor shall furnish a clear title on or before five (5) days after delivery. Notwithstanding any provision of this Agreement to the contrary, MWDOC may cancel this Agreement in its sole discretion and without penalty if Vendor fails to deliver the Vehicles as provided herein on or before \_\_\_\_\_ ("Delivery Date"). **[\*INSERT DELIVERY DEADLINE\*]** MWDOC may also revoke its approval of this Agreement if Vendor has not furnished MWDOC with an executed version of this Agreement by \_\_\_\_\_. **[\*INSERT DEADLINE FOR RECEIVING EXECUTED AGREEMENT.\*]**
3. **DELIVERY.** Vendor shall deliver the Vehicles in new condition, all transportation charges prepaid, subject to the approval of MWDOC pursuant to MWDOC's Inspection, as described herein, at a location designated by MWDOC, in \_\_\_\_\_, California. All costs for delivery, drayage, freight, insurance and for the packaging of the Vehicles are to be borne by Vendor. Should there be, at any time, a decrease in price of the Vehicles; a corresponding decrease will be made in the prices quoted. Vendor shall notify MWDOC by letter in the event of any such decline in prices. All material delivered will be subject to inspection and approval of MWDOC as provided herein.
4. **WARRANTY.** Vendor expressly acknowledges and warrants the Vehicles are subject to the warranties described below:  
  

**[\*INSERT TEXT AND/OR DESCRIBE AND ATTACH ANY MANUFACTURER AND EQUIPMENT WARRANTIES.\*]**
5. **LIQUIDATED DAMAGES.** All time limits stated in this Agreement shall be in calendar days. Should delivery not be completed on or before the Delivery Date stipulated herein, it is mutually agreed and understood by and between MWDOC and Vendor that:
  - a. A delay could seriously affect the operation and availability of MWDOC's program for providing potable drinking water to areas in need during emergency restoration operations.

- b. It is impractical and extremely difficult to determine the actual damage MWDOC will sustain by reason of such delay.
- c. There will be a reduction in the Purchase Price for the amount of one hundred dollars (\$50) per calendar day for exceeding the Delivery Date set forth in this Agreement. This is the nearest measure of damages for such delay that can be fixed at this time.
- d. MWDOC and Vendor hereby establish said reduction in the Purchase Price of one hundred dollars (\$50) per calendar day for each and every day of delay for the Vehicles as liquidated damages and as a penalty or forfeiture for breach of Agreement to complete delivery by Vendor on or before the Delivery Date specified in this Agreement. Liquidated damages shall run for a period not to exceed ninety (90) days. At such date, MWDOC reserves the right to cancel the order and pursue any and all remedies available by law or equity.
- e. Should Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act or omission of MWDOC, or by strikes, fire or act of God, then the time for delivery shall be extended for period as may be agreed upon by MWDOC and Vendor.

**6. CONDITIONS OF SALE.** MWDOC's obligation to purchase the Vehicles and Vendor's obligation to sell the Vehicles pursuant to this Agreement are conditioned on each of the following:

- a. **MWDOC's Inspection.** MWDOC shall have twenty (20) days from the date of delivery to inspect the Vehicles for their suitability and feasibility for MWDOC's intended use ("MWDOC's Inspection"). Upon delivery, MWDOC shall conduct a final visual inspection of the Vehicles to ensure the acceptability of the Vehicles to MWDOC. The Vehicles will be given a complete inspection by MWDOC prior to any road or water supply tests. Within the twenty (20) days allocated for MWDOC's Inspection, MWDOC may provide Vendor with a list of defects, if any, for correction within thirty (30) days or as otherwise agreed upon by the Parties. The Vehicles will be re-inspected each time they are corrected and returned to MWDOC until all defects are corrected. MWDOC's investigation shall include, but not be limited to, (a) investigations or analyses of applicable laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, location or suitability of the Vehicles or condition thereof; (b) the extent or condition of title to the Vehicles; and (c) all other matters concerning the condition, use, or sale of the Vehicles. MWDOC may reject and return at the risk and expense of Vendor any Vehicles that may be defective or fail to comply with the Specifications. If rejected, the Vehicles will be held for disposition at the expense of Vendor.
- b. **Title.** MWDOC's obligation to purchase the Vehicles and Vendor's obligation to sell the Vehicles pursuant to this Agreement are conditioned on the conveyance to MWDOC of good and marketable title to the Vehicles not subject to any liens or encumbrances. At the Time of Purchase, title to the Vehicles shall pass to MWDOC as evidenced by the Vendor's delivery to MWDOC of an executed copy of the Certificate of Ownership attached hereto as Exhibit "B."
- c. **Failure or Change of Conditions.** Should any of Vendor's or MWDOC's Conditions of Sale specified in this Agreement fail to occur or materially change prior to the date established herein for the Time of Purchase, MWDOC shall have the power, exercisable by giving written notice to the Vendor, to waive the condition or terminate this Agreement as provided herein.

- d. Termination. This Agreement may be terminated at any time by MWDOC upon written notice by MWDOC to the Vendor, if MWDOC does not approve of the condition of the Vehicles during either MWDOC's Inspection or prior to MWDOC's Final Acceptance. Either Party may terminate this Agreement in the event of a material breach of this Agreement and a failure to cure such breach within fifteen (15) days of written notice of such breach.
- e. Effect of Termination. In the event this Agreement is terminated after delivery of Vehicles but before Time of Purchase, the cost of returning the delivered Vehicles to Vendor shall be borne by the Party responsible for the event or nonevent leading to the termination.

## 7. INVENTIONS, PATENTS AND COPYRIGHTS.

- a. Reporting Procedure for Inventions. If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the VENDOR shall report the fact and disclose the Invention promptly and fully to MWDOC. If applicable, the Federal Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). VENDOR hereby agrees to be bound by the Policy, and will contractually require its personnel and any subcontractor to be bound by the Policy.
- b. Rights to Use Inventions. The City of Santa Ana shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.
- c. Copyright Policy
  - i. Unless otherwise provided by the terms of the Grant Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the City of Santa Ana, at the City's discretion, may copyright the Material. If the City of Santa Ana declines to copyright the Material, it shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
  - ii. The Federal Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
  - iii. VENDOR shall comply with 24 CFR 85.34.

- d. Rights to Data. The Federal Grantor and the City of Santa Ana shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).
- e. Obligations Binding on Subcontractors. VENDOR shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

**8. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM.** VENDOR shall provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all subcontracts, including procurement, construction and personal services.

**9. PUBLIC RECORDS ACT.** MWDOC is a public agency subject to the California Public Records Act (Ca. Gov. Code, § 6250 et seq.) (Act). All requests for records related to this Agreement will be handled pursuant to the Act.

**10. CONFLICT OF INTEREST.**

a. The VENDOR covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

b. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" includes but is not limited to:
  - i. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

- ii. Any of the following interests in the subcontractor ownership:
  - partnership interest or other beneficial interest of five percent or more;
  - ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- c. The VENDOR further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- d. The VENDOR shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- e. Prior to obtaining MWDOC'S Approval of any subcontract, the VENDOR shall disclose to MWDOC any relationship, financial or otherwise, direct or indirect, of the VENDOR or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- f. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the VENDOR, State of California, and Federal regulations regarding conflict of interest.
- g. The VENDOR warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- h. The VENDOR covenants that no member, officer or employee of VENDOR shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- i. The VENDOR shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "VENDOR" and "sub subcontractor" for "subcontractor."

**11. INCORPORATION BY REFERENCE OF GRANT AGREEMENT.** Pursuant to Section 7 of the "Agreement for Transfer or Purchase of Equipment/Services or for Reimbursement of Training Costs for FY2011 Urban Areas Security Initiative (UASI)" between the City of Santa Ana and MWDOC, dated December 14, 2011 (Grant Agreement, Exhibit C hereto), the terms of the Grant Agreement are hereby incorporated by reference and binding on the VENDOR.

**12. NONDISCRIMINATION AND AFFIRMATIVE ACTION.** VENDOR shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Santa Ana. In performing this Agreement, VENDOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. VENDOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

- a. If required, VENDOR shall submit an Equal Employment Opportunity Plan ("EEO Plan") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

b. Any subcontract entered into by VENDOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

- 13. SUSPENSION AND DEBARMENT.** VENDOR shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and VENDOR shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to MWDOC concurrent with the execution of this Agreement and shall certify that neither VENDOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. VENDOR shall require that the language of this Certification be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify accordingly.
- 14. PATENT PROTECTION.** To the extent any component, item or material used in the manufacture of the Vehicle is not manufactured pursuant to a design originated by MWDOC, Vendor agrees it will save MWDOC and its Directors, employees and agents harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States or foreign patents with respect to such components, items or materials, and that Vendor will, at its own expense, defend any action, suit or claim in which such infringement is alleged. MWDOC agrees to notify Vendor promptly of any suit or claim against MWDOC for any alleged infringement of patent.
- 15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; HOLD HARMLESS.** All of the representations and warranties of MWDOC and Vendor made in conjunction with and pursuant to this Agreement shall survive the Time of Purchase. Vendor agrees to indemnify, defend, protect and hold MWDOC harmless from any claim, demand, liability, loss or cost (including reasonable attorneys' fees) that MWDOC may sustain arising out of any breach of or inaccuracy in Vendor's representations and warranties. MWDOC agrees to indemnify, defend, protect and hold Vendor harmless from any claim, demand, liability, loss, or cost (including reasonable attorneys' fees) that Vendor may sustain arising out of any breach of or inaccuracy in MWDOC's representations and warranties.
- 16. BEST EFFORTS.** MWDOC and Vendor shall act in good faith and use their best efforts after the date hereof to ensure that their respective obligations hereunder are fully and punctually performed. MWDOC and Vendor shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.
- 17. GOVERNING LAW.** This Agreement is made and entered into, and shall be governed by, the laws of the State of California without giving effect to any conflict of law provisions. Venue shall be solely and exclusively in Orange County, California.
- 18. NOTICE.** Any notice, payment or instrument required or permitted by this Agreement to any Party shall be deemed to have been received when personally delivered to any Party or seventy-two (72) hours following mailing of the same, first class, postage prepaid, addressed as follows:

MWDOC: Municipal Water District of Orange County  
18700 Ward Street  
Fountain Valley, CA 92708  
Attn: General Manager

Vendor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

19. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.
20. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the authorized successors and assigns of the Parties hereto, provided that Vendor may not assign or delegate this Agreement or its rights or obligations hereunder without MWDOC's written consent.
21. **EXHIBITS.** All exhibits are incorporated by reference as if fully set forth herein.
22. **ENTIRE AGREEMENT.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters, including but not limited to Vendor's proposal dated \_\_\_\_\_. **[\*INSERT DATE OF PROPOSAL FOR IDENTIFICATION\*]** Each Party acknowledges that no party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.
23. **MODIFICATION.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is memorialized in a written change order and signed by both Parties.
24. **WAIVER.** No waiver by MWDOC or Vendor of a breach of any of the terms, covenants or conditions of this Agreement by the other Party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by MWDOC or Vendor hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall effect a default other than as specified in such waiver. The consent or approval by MWDOC or Vendor to or of any act by the other Party requiring the consent or approval of the first Party shall not be deemed to waive or render unnecessary such Party's consent or approval to or of any subsequent similar acts by the other Party.
25. **ATTORNEYS' FEES.** If any Party to this Agreement commences an action against another Party to this Agreement, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees, expert fees and all other costs of such action.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts and all counterparts so executed shall constitute one agreement binding on all the Parties hereto. It shall not be necessary for each Party to execute the same counterpart hereof.
27. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.
28. **SIGNATURE AUTHORITY.** By signing below, the undersigned acknowledge and represent that they have been authorized to execute this Agreement on behalf of their respective Party.



**MUNICIPAL WATER DISTRICT OF  
ORANGE COUNTY**

**[\*INSERT VENDOR NAME\*]**

By: \_\_\_\_\_  
**[\*INSERT NAME AND TITLE\*]**

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT