



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

www.gbuapcd.org

REQUEST FOR BIDS

PROPAGATION OF NATIVE PLANTS FOR KEELER DUNES DUST CONTROL PROJECT

DATE: JANUARY 26, 2016

The Great Basin Unified Air Pollution Control District (termed District) is seeking bids for propagation of native shrubs for a dust control project in the Keeler Dunes in Inyo County, California. The project involves use of native shrubs to stabilize an active dune field near the community of Keeler along the northeast shore of Owens Lake. The project began construction in 2014. Unfortunately, not enough plants were available during the first phases of project implementation such that the District is seeking a nursery to propagate plants for the remainder of the project. The current schedule for the project calls for the remaining plants to be ready for planting starting in October 2016. It is anticipated that planting will take three to four months.

District had seed collected for the project from four different species of native shrubs in the Owens Valley in the fall of 2015 by Comstock Seed from Gardnerville, Nevada. The seed was cleaned and tested for viability. The results of the seed collection and testing are provided in Attachment A to the bid packet. The District will provide the cleaned seed to the successful bidder for growing out the plants for the project.

At the time of preparation of this Request for Bids (RFB), the number of total plants needed for the project is estimated between 92,000 and 156,000. A more accurate number will be determined over the next month and will be used in the contract with the successful nursery. The primary plant for use in the project is *Atriplex polycarpa* (ATPO). The project description calls for ATPO being about 1/2 of the plants in the project due to its ease of propagation and growth speed. The remaining 1/2 of the plants can be an approximate mix of the other three species.

A table of the species and target numbers of plants is provided below. The actual numbers of each species produced is less important than the production of the total required number.

Table of plant species and target plant numbers needed for the Keeler Dunes Project. The most important number is the total number of plants needed for the project. The numbers for the separate species can vary as long as the total number of plants is available.

Species	Target number of plants needed
<i>Atriplex polycarpa</i> (ATPO)	46,000 – 78,000
<i>Atriplex parryi</i> (ATPA)	15,333 – 26,000
<i>Suaeda moquinii</i> ¹ (SUMO)	15,333 – 26,000
<i>Sarcobatus vermiculatus</i> (SAVE)	15,333 – 26,000
TOTAL	92,000 – 156,000
¹ The current species name is <i>Suaeda nigra</i> . For the purposes of this project the former name of <i>Suaeda moquinii</i> will be used.	

The District is seeking bids for plants of suitable size for planting in the Keeler Dunes dust control project in the fall-winter of 2016. It is anticipated that planting will occur over several months starting in October 2016 and ending in December 2016 – January 2017. It is expected that the successful nursery will begin growing the required plants in April to May 2016 so that the plants will be sufficiently developed by the time planting begins in the field in the fall of 2016.

The delivery of the plants to the project will be on an as needed basis as arranged and completed by the contractor that is implementing the project for the District. It is anticipated that the successful bidder will need to provide approximately 15,000 viable plants every week to every other week depending on work progress in the project. The construction contractor is responsible for the plant quality control and transportation and delivery costs for getting the plants to the project site. As such, this bid request is only for the propagation and grow-out of the plants and does not include delivery of the plants to the project site.

In the first phases of the project, the plants were grown in 2"x10" containers. Approximately 92,000 of these containers are available for reuse in the project. As such, quotes should be provided for plants in 2"x10" containers with the assumption that the District will supply approximately 92,000. The District will, however, consider plants grown in other types of containers. If a different type of container is used in the bid, the specific type of container must be specified.

It is anticipated that the above ground plant will be about 6"-7" in height or taller and of Fair to Excellent vigor. Plants should be sturdy at their base, not leggy or weakly erect. Leaves should be healthy and well-attached to stems. Root development should be sufficient such that roots are visible from the bottom of the container, and the root ball holds together when it is removed from the container.

Returned bids should clearly state the number of plants that can be provided for the dust control project. As stated above, the project requires 92,000 to 156,000 plants to be ready for planting in October 2016. The District may consider using multiple nurseries for the plant development, if needed, in order to have all of the required plants for the project.

The District is working with Ms. Carla Scheidlinger of Amec Foster Wheeler Environment & Infrastructure Inc. of San Diego, California as the Project Manager. Questions regarding this bid request should be directed to either Ms. Scheidlinger or to Dr. Grace Holder at the District. Contact information is provided below.

Carla Scheidlinger, Senior Scientist/Restoration Ecology
Amec Foster Wheeler Environment & Infrastructure
9210 Sky Park Court, Suite 200
San Diego, CA 92123, USA
Office Phone (858) 300- 4300
Direct Office Phone (858) 300-4311
Mobile Phone (858) 926-6408
Email: carla.scheidlinger@amecfw.com

Grace Holder, Geologist
Great Basin Unified Air Pollution Control District
157 Short Street, Suite 6
Bishop, CA 93514
Office Phone (760) 872-8211,
Direct Office Phone (760) 872-8211 ext 236
Email: gholder@gbuapcd.org

In order to be considered, sealed bids must be received at the District's Bishop Office no later than 4 PM on Friday, February 26, 2016.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109
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BID NUMBER 2016-KD1: Propagation of Native Plants

BIDS TO BE DELIVERED TO: Great Basin Unified Air Pollution Control District
157 Short Street, Suite 6
Bishop, CA 93514

BIDS WILL BE OPENED: Friday, February 26, 2016 at 4 PM

DIRECT QUESTIONS TO: Carla Scheidlinger, AMEC at (858) 300-4311 or
Grace Holder, GBUAPCD at (760) 872-8211

Make your bid or quotations in the space provided on the attached sheets.

IMPORTANT: Bid must be sealed with bid number, as indicated above, on the outside of envelope. **No faxed bids will be accepted.** Read the Instructions and Conditions before making your Bid or Quotation. References to "District" in this document shall mean the Great Basin Unified Air Pollution Control District.

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures are permitted. Mistakes may be crossed out with corrections made adjacent and initialed in ink by the person signing the quotation.
2. Price should be stated in units specified herein.
3. Quotation must be in a sealed envelope with bid number (**2016-KD1**) clearly identified on the outside. It must be submitted to the District's Bishop Office (address above), not later than the hour and day specified herein, at which time it will be publicly opened and read.
4. Time of plant availability is a critical consideration and **MUST BE** stated in definite terms and adhered to. If the time varies on different plant species, the bidder shall so state.

5. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. A purchase order contract will be entered into with the lowest responsible bidder meeting the specifications. An example of the purchase order contract is attached to this RFP package as Attachment B. The District reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the Instructions and Conditions.
7. The District may pay a deposit on the cost of the plants. The amount of the deposit, if requested by the supplier, will be negotiated with the successful bidder(s). If such deposit payment is made, the District will require a payment and/or performance bond for the amount of the deposit.
8. The right is reserved, unless otherwise stated, to accept or reject any or all quotations or any part thereof, either separately or as a whole, or to waive any inconformity in a bid.
9. In case of default by the vendor, the District may procure the articles or service from other sources.
10. The vendor shall hold the District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.
11. Successful bidder shall provide a Certificate of Insurance naming the District as an additional insured.
12. The nursery will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
13. Verify your quotations before submission as they cannot be withdrawn or corrected, after being opened.
14. Return all sheets of the bid package whether or not you quote a price. If you do not quote, state your reason or your name may be removed from the mailing list.
15. Quotes must be good until at least April 30, 2016.
16. The District or their designated representative has the right to make periodic inspections of the progress of the plants for the project.
17. Amount of cleaned seed for each of the four species and the results of viability testing are provided in Attachment A to this RFP package.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING BID:

TO THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT:

We (I) hereby agree to furnish the plants, at the prices and terms stated, as specified in these bid materials.

COMPANY NAME _____

STREET ADDRESS _____

CITY AND STATE _____ ZIP _____

PHONE NUMBER _____

BY (Print Name) _____

SIGNATURE _____

DATED AT _____

ON _____, 2016

**Specifications for Bid Number 2016-KD1
Great Basin Unified Air Pollution Control District
Request for Bids for Propagation of Native Plants**

Plant Species:

Table of plant species and target plant numbers needed for the Keeler Dunes Project. The most important number is the total number of plants needed for the project. The numbers for the separate species can vary as long as the total number of plants is available.

Species	Target number of plants needed
<i>Atriplex polycarpa</i> (ATPO)	46,000 – 78,000
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<i>Sarcobatus vermiculatus</i> (SAVE)	15,333 – 26,000
TOTAL	92,000 – 156,000
¹ The current species name is <i>Suaeda nigra</i> . For the purposes of this project the former name of <i>Suaeda moquinii</i> will be used.	

General Description:

Propagation of four species of native shrubs planted with seed provided by Great Basin Unified Air Pollution Control District for planting on the Keeler Dunes Dust Control Project site in fall 2016.

Detailed Specifications:

Production of root tight container plants of sufficient size for transplanting in the dust control project. The District prefers a container size of 2-inches diameter by 10-inches deep since that is what has been used in the first phases of the project. The District can provide approximately 92,000 of 2"x10" size container for reuse in the project. The District will consider other containers of similar size and proportions, as appropriate. Above ground portion of shrubs should be about 6" tall or taller and of Fair to Excellent vigor.

Special Requirements:

The successful nursery will work with the project construction contractor for plant quality control and transportation and delivery to project site, however, the cost of transportation and delivery shall not be included in the bid prices.

**Specifications for Bid Number 2016-KD1
Great Basin Unified Air Pollution Control District
Request for Bids for Propagation of Native Plants**

Nursery Name: _____

Quote by: _____

Date: _____

Quote good until: _____

Note: If the cost of the production of the plants varies by species, please provide separated costs by species.

CONTAINER SIZE	PRICE per plant Each (1-10,000)	PRICE per plant Each (10,001-100,000)	Price per plant Each (> 100,000)	NUMBER this size	TOTAL COST (\$) (no tax)	Ready by October 2016? (Y/N)
2" x 10"						
Other size (specify dimensions)						
Other size (specify dimensions)						
Other size (specify dimensions)						

Notes:

Please provide your cost per plant

Indicate how many of the different sizes you can produce (assume you would produce only one size if awarded contract)

Indicate if you can have the plants ready for placement in the field by October 2016 if you receive seed by April 1, 2016

**Specifications for Bid Number 2016-KD1
Great Basin Unified Air Pollution Control District
Request for Bids for Propagation of Native Plants**

Bid Total

Total the cost for the number and price for plants included in this bid, Including Tax and all other fees.

Cost for Plants: _____ (Figures)

Tax (8%) and Fees (if any): _____ (Figures)

Total Amount: \$ _____ (Figures)

_____ Dollars and _____ Cents (Words)

Date Expected for Plant Availability: _____
(Delivery arrangements are not to be included in this bid request)

Attachment A

Production results for available seed (from Comstock Seed, Gardnerville, NV). Seeds are being tested for viability. Results of these tests will be provided when they are received from Comstock Seed.

2015 Fall Production Report					
DATE	SPECIES	LOT	CLEAN LBS	TEST	PLS LBS
11-7	AtPa	2120	16.75	pending	
	SaVe	2122	1.32	pending	
	SuMo	2123	11.75	pending	
12-16-12	AtPo	2131	10.00	pending	
	SaVe	2122	1.10	pending	

Attachment B

Example purchase order contract for propagation of plants for the Keeler Dunes Project.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

PURCHASE ORDER #XXXX

SELLER:	Bill To: Great Basin Unified APCD 157 Short Street, Bishop, CA 93514 Attention: Grace Holder Phone: Attention: (760) 872-8211 x 236 Email: Attention: gholder@gbuapcd.org	Ship To: Keeler Dunes Dust Control Project Old State Highway Keeler, CA 93530	
Purchase Order No: XXXX			
Date: XX/XX/2016	Delivery Date: October 2016 – January 2017 (exact dates to be determined by project construction contractor)		
GBUAPCD Contractual Representative: Grace Holder		GBUAPCD Technical Representative: Grace Holder	
Project Name: Keeler Dunes Dust Control Project			
Prime Client Name ("CLIENT"):		Payment Terms:	
Ship Via: Truck (to be arranged by District's construction contractor)	FOB: N/A	Freight Terms: To be paid by District's construction contractor	
Work/Items			
Unit of Measure	Quantity	Plant Price	Total Plant Price
Native shrubs – X" by XX" container	Per plant	\$X.XX	\$XXXXX
<i>Plant requirements as listed below*</i>			
<i>Bid materials submitted to and accepted by GBUAPCD on Feb 26, 2016 are incorporated into PO#XXXX. See Attachment A to PO.</i>			
Subtotal (plants):			\$XXXXX
Tax and fees			\$XXXX
Total not to Exceed			\$XXXXXX

***Plant Requirements**

1. Plants will be in good condition
2. Plants shall be approximately 6 to 7 inches in height.
3. Plants will be provided in X" by XX" containers.
4. Plants will have a well-developed root ball.
5. Plants will be ready for delivery starting in October 2016.
6. _____ nursery will coordinate with District's construction contractor for delivery of plants to Keeler Dunes project site.
7. The District or their designated representative has the right to make periodic inspections of the progress of the plants for the project.
8. Plant numbers: A total of XXX,XXX plants are included in this Purchase Order. The number of individual plants shall be approximately as follows:

ATPO XX,XXX
ATPA XX,XXX
SAVE XX,XXX
SUMO XX,XXX

The number of individual plants of the four species can be adjusted, within reason, as needed, in order to provide the total number of plants required for the project.

Acknowledged: _____ (initials)
Authorized representative

Purchase Order Terms and Conditions

1. ACCEPTANCE AND TERMS AND CONDITIONS: This Purchase Order No. XXXX dated XX/XX/2016 ("Order") is issued by GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT ("DISTRICT") to _____ ("Seller"). Seller will accept this Order by the earlier to occur of: (1) DISTRICT's receipt of written acceptance by Seller, or (2) Seller's commencing to perform any services called for by this Order ("Services"). By accepting this Order, Seller agrees to comply with all of its terms and conditions, including any attachments hereto and all specifications and other documents referenced herein. This Order does not constitute acceptance by the DISTRICT of the terms and conditions of any offer to sell, any quotation, or any proposal from Seller, nor does reference in this Order to any of the same constitute a modification of any terms and conditions of this Order. ANY ACKNOWLEDGEMENT OF THIS ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON THE DISTRICT UNLESS SPECIFICALLY ACCEPTED BY THE DISTRICT'S CONTRACTUAL REPRESENTATIVE IN WRITING.

2. IDENTIFICATION: All invoices, packages, shipping notices, and other written documents affecting this Order shall contain the applicable Order number. A packing list shall be enclosed in each shipment pursuant to this Order, indicating the contents therein. The final invoice will not be processed for payment until all Items invoiced are received or Services performed.

3. SHIPPING INSTRUCTIONS: All Items are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Where DISTRICT has so authorized in writing, Items may be shipped F.O.B. shipping point, but Seller shall prepay all shipping charges, route the Items by the cheapest common carrier or the carrier specified, and list said charges as a separate item on Seller's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. DISTRICT reserves the right to reject C.O.D. shipments. Seller shall not insure the Items for DISTRICT'S account during shipment, except upon DISTRICT'S written request or where the shipping mode is parcel post. *(Condition 3 - N/A)*

4. SPECIAL CHARGES: Seller shall be responsible for the payment of all charges for handling, packaging, wrapping, bags, containers, and related matters, unless DISTRICT has assumed an express obligation. *(Condition 4 - N/A)*

5. DELIVERY: Time is of the essence, and this Order may be terminated if delivery is not made or Services are not performed by the Delivery Date specified above. No change in the scheduled delivery date or performance will be permitted without DISTRICT'S prior written consent. No acceptance of Items or Services after the scheduled delivery date will waive DISTRICT'S rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

6. INVOICES AND PAYMENT: DISTRICT will remit payment to Seller by mail. Invoices will clearly reference the Purchase Order Number and Project Name shown on the face of this Order. Seller's right to payment is contingent upon DISTRICT'S approval and acceptance of the Work. Payment shall not be evidence of DISTRICT'S final acceptance of that which is called for by this Order. Payment shall be subject to subsequent adjustment for shortage and allowance for articles or services rejected. Seller agrees that payments owed to it for performance under this Order may be offset by DISTRICT by amounts equal to what DISTRICT owes Seller under any other contract arrangement.

7. DEPOSIT: DISTRICT MAY pay a deposit for the items in this agreement upon written acceptance of this order by the SELLER. If such a deposit is made, the DISTRICT will require a payment and/or a performance bond for the amount of the deposit.

8. PRICES AND TAXES: If price is not stated on this Order, it is agreed that the Items and/or Services shall be billed at the price last quoted, or paid by a customer of Seller, or the prevailing market price, whichever is lower. Seller shall pay all taxes and fees that may arise out of its sale of the Items and/or Services to DISTRICT. (See bid Summary - page 9)

9. TERMINATION: TIME IS OF THE ESSENCE OF THIS ORDER. (A) FOR DEFAULT: DISTRICT may, by written notice of default to Seller, terminate this Order in whole or in part if Seller fails to perform any part of this Order within the time specified herein or in any changes to or extensions of this Order. Upon such termination, DISTRICT may procure, upon such terms and in such manner as DISTRICT deems appropriate, Items or Services similar to those canceled, and the Seller shall be liable to DISTRICT for any excess costs of such Items and/or Services. **(B) FOR CONVENIENCE:** DISTRICT may, by written notice to Seller, terminate this Order in whole or in part for any reason. Upon such termination, DISTRICT and Seller shall negotiate reasonable termination charges. After receipt of notice of such termination, Seller shall transfer title and deliver to DISTRICT all Items and Services satisfactorily completed and in process as directed by DISTRICT. Seller warrants that it is selling the Items and Services herein ordered at its most favorable prices. Seller shall continue performance of this Order to the extent not terminated under the provisions of this Section 9. The rights and remedies provided in this Section 9. shall not be exclusive and are in addition to any other rights and remedies provided DISTRICT hereunder or by law or in equity.

10. INSPECTION AND REJECTION: DISTRICT (or their designated representative) shall have the right, but not the obligation, to inspect the plants during the period of plant growth prior to acceptance. Such inspection may include review for progress with DISTRICT'S applicable plant condition requirements. If any inspection is made by DISTRICT on the premises of Seller, without additional charge, Seller

shall provide or arrange for all reasonable facilities and assistance for the safety and convenience of DISTRICT's inspectors in the performance of their duties. Rejection of Items and/or Services shall be made as promptly as practicable, but any such failure to inspect or reject shall neither relieve Seller from responsibility for such Items and/or Services that are not in accordance with the requirements of this Order, nor impose any liability on DISTRICT. Unless otherwise provided herein, final inspection shall be made in October 2014 prior to acceptance of the plants for delivery to the project site. The inspection and acceptance by DISTRICT of any Items does not relieve the Seller from responsibility regarding defects or other failures to meet Order requirements or warranties which may be discovered subsequently, including latent defects.

11. WARRANTIES: (A) Seller warrants: (1) all Items and Services furnished to be free of any claim of any nature by any third person and (2) all Items/Plants provided hereunder will be fit for the particular purpose intended and as set forth in this Order. Seller shall be responsible to re-perform any Services or replace any Items that do not conform to any of the foregoing warranties at no cost to DISTRICT or DISTRICT's client, and will reimburse DISTRICT for all reasonable costs associated with or arising from any defects in or failure of the Items and/or Services provided under this Order to comply with these warranties.

12. GENERAL INDEMNITY: Seller agrees to defend, indemnify and hold harmless DISTRICT and its client benefiting from this Order, and their respective employees, officers, directors, agents and subcontractors, from any and all demands, claims, or suits by any and all persons or entities due to or arising out of the delivery and performance, or failure to perform, of any Items and/or Services included in this Order, or due to Seller's failure to satisfy any warranties, express or implied, given by Seller in providing the Items and/or Services purchased with this Order and/or any changes or extensions of this Order.

13. CHANGES: DISTRICT may at any time make changes, within the general scope of this Order, in any one or more of the following without limitation: (1) drawings, designs, or specification of the Items or Services to be furnished; (2) method of shipment or packing; (3) time and/or place of delivery and (4) quantity of Items or Services ordered. If such change causes an increase or decrease in the price of this Order or the time required by Seller to perform under this Order, an equitable adjustment shall be made, and the Order modified in writing accordingly. Any claim for adjustment by the Seller hereunder must be asserted in writing within seven (7) days from the date the change is ordered. Any change in this Order shall be binding upon DISTRICT only when confirmed in writing by the Contractual Representative of DISTRICT.

14. NON-TRANSFERABILITY: Unless DISTRICT has provided prior written consent, any partial or complete assignment of right(s) or delegation of obligation(s) by Seller, including subcontracting to a third party, shall be void.

15. COMPLIANCE WITH LAWS: Seller agrees to comply with the applicable provisions of all federal, state or local laws and ordinances and all lawful orders, rules and regulations issued thereunder. Seller shall also comply with any provisions, representations, agreements or contractual clauses required to be included or incorporated by reference or by operation of law in the contract resulting from acceptance of this Order, including, without limitation, those dealing with Equal Opportunity (41 CFR 60-1.4 et seq.), and the related Acts and Executive orders as now or later codified which are appropriate to the Items and/or Services provided and attached and incorporated in this Order by this reference. Further, Seller warrants that each chemical substance constituting or contained in any Items sold or otherwise transferred to DISTRICT hereunder is included in the list of chemical substances compiled, published and amended periodically by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), as amended. Seller certifies and guarantees that all such Item(s) supplied hereunder are in compliance with applicable sections of the Federal Hazardous Substances Act (15 U.S.C. § 2051 et seq.) as amended, and the Consumer Product Safety Act (15 U.S.C. § 1261 et seq.) as amended, and lawful standards and regulations issued thereunder. In accepting this Order, Seller represents that the Items and/or Services to be furnished hereunder were or will be produced or performed in compliance with the requirements of the Fair Labor Standards Acts of 1938, as amended. Seller further warrants that the Items sold and/or Services to be furnished hereunder shall conform to the applicable standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 as amended (29 U.S.C. 651, PL9I-596), and Occupational Safety and Health Administrations Standard 29 CFR 1910-1200, Hazard Communication.

16. NAME REFERENCES AND INFORMATION: Seller shall not in any manner publish the fact that it has furnished or contracted to furnish DISTRICT, or DISTRICT's client, if any, the Items and/or Services herein mentioned or use the name or trademarks or service marks of DISTRICT (registered or unregistered) or its client, if any, in Seller's advertising or other publications. Seller shall not disclose any information relating to this Order or any of DISTRICT's or its client's information received in any manner with respect to this Order to any person not authorized in advance by DISTRICT in writing to receive it. Seller shall use the information supplied by DISTRICT only to furnish the Services and/or Items covered by this Order and for no other purpose; provided, that Seller may use such information, including technical data, in the supply of Items and/or Services to the Federal Government to the extent that the Federal Government has the right to authorize such use under a prime contract with Seller. Upon completion or termination of this Order, all information supplied by DISTRICT will be returned to DISTRICT. Seller agrees that all copyrights on all original written information and material submitted to DISTRICT as a result of this Order will become, on payment, the property of DISTRICT, and that DISTRICT will be the owner of any copyright in such material. Seller may retain one confidential copy for its files. All information disclosed by Seller hereunder to DISTRICT is free from any restriction, unless clearly marked as "confidential" and so agreed by the parties in writing prior to disclosure.

17. RIGHTS, REMEDIES, CONSTRUCTION, AND CLIENT DISPUTES: As of the effective date, this Order and all attachments hereto constitute the entire Order between the parties relating to the sale and purchase of the Items and/or Services, and incorporate all negotiations, commitments and writings with respect to this Order. This Order may not be released, discharged, abandoned, changed, renewed, extended or modified in any manner, except by an instrument in writing signed by an Authorized Representative of DISTRICT. It is agreed that the failure by DISTRICT at any time, or from time to time, to require the performance by Seller of any term(s) and/or condition(s) of this Order shall not constitute a waiver by DISTRICT of the particular term(s) and condition(s) and shall not affect or impair said term(s) or condition(s) in any way. Each of the provisions of this Order shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision nor any other provision(s). Any dispute between DISTRICT and Seller arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party, 2) by executive management of each party, 3) by mediation or 4) through a court system of competent jurisdiction. Notwithstanding the dispute, Seller shall continue to perform its obligations, unless DISTRICT terminates or otherwise suspends performance hereunder.

18. PATENTS: Seller warrants that the sale or use of the Item(s) and/or Service(s) covered by this Order will not infringe, contribute to the infringement or induce infringement of any patents or copyrights, either in the U.S.A. or in other countries. Seller covenants to defend, indemnify and hold harmless DISTRICT and its clients from every lawsuit for any such alleged or actual infringement or inducement to infringe which may be brought against DISTRICT, its client, or other parties in privity with any of them, and to pay all defense costs and fees of counsel which DISTRICT incurs and all damages, profits, royalties or other recoveries in every such lawsuit.

19. QUALITY: Seller shall comply with quality assurance requirements provided with this Order, whether originating with DISTRICT, DISTRICT's client or both.

20. ON-SITE SERVICES AND SAFETY: If Seller is to install any Items or perform any Services on DISTRICT's or its client's property, then Seller shall conform strictly to all of DISTRICT's or its client's site rules and regulations, as well as all applicable federal, state and local regulations affecting safety. It shall be Seller's obligation to obtain a copy of such site rules from DISTRICT or DISTRICT's client prior to the commencement of any such installation or performance. *(Condition 19 - N/A)*

21. INSURANCE: Seller and all of its subcontractors shall procure and maintain the following insurance: commercial general liability with limits of \$1,000,000 per claim; automobile liability with a combined single limit of \$1,000,000; workers' compensation as statutorily required; and employers liability with limits of \$500,000 per occurrence. DISTRICT will be included as additional insured on the commercial general liability. The insurance policies described above shall provide for a waiver of subrogation rights in favor of DISTRICT and its client. A Certificate of Insurance shall be provided to the DISTRICT within 30 days of bid award.

22. AUTHORIZED REPRESENTATIVES: DISTRICT will designate on each Order, or change to any Order, the name or names of those individuals who may act for DISTRICT as the "Technical Representative" as described herein. Such Technical Representative shall have full authority to act on behalf of DISTRICT for all purposes reasonably necessary to complete any purchase(s) included in this Order. DISTRICT's Technical Representative is not authorized to change the Services or goods ordered, Agreement Amount, Period of Performance, or terms and conditions of this Agreement. No changes to this Agreement shall be binding upon DISTRICT unless incorporated in a written modification to this Agreement and signed by DISTRICT's Contractual Representative.

23. MISCELLANEOUS: Any additional requirements imposed on DISTRICT which may reasonably pertain to the Items and/or Services provided by Seller are incorporated herein by reference to the extent that a copy of such requirements is affixed as an attachment hereto.

24. EXHIBITS: The following Exhibits, are attached and made a part of this Agreement:

Bid materials submitted to District by _____

Purchase Order No: XXXX	
Great Basin Unified Air Pollution Control District	Seller:
157 Short Street, Suite 6 Bishop, CA 93514	
Signature:	Signature of Authorized Representative:
Name/Title:	Name/Title:
Date:	Date:

ADDENDUM # 1

PROPAGATION OF NATIVE PLANTS FOR KEELER DUNES DUST CONTROL PROJECT

Bid Number 2016-KD1

**Great Basin Unified Air Pollution Control District
2/10/2016**

Great Basin Unified Air Pollution Control District (District) issues this Addendum # 1 to Bid Number 2016-KD1, for Propagation of Native Plants for Keeler Dunes Dust Control Project.

The District has additional information on the plant containers previously used in the project and that are available for reuse. Four photos are included of the containers.

Acknowledge receipt of Addendum #1 in your bid.







