



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

REQUEST FOR BIDS

SUPPLY AND DELIVERY OF CERTIFIED WEED-FREE STRAW BALES FOR KEELER DUNES DUST CONTROL PROJECT

DATE: JANUARY 27, 2015

The Great Basin Unified Air Pollution Control District (termed District) is seeking bids for supply and delivery of certified weed-free straw bales for a dust control project in the Keeler Dunes in Inyo County, California. At this date, the project requires 55,000 straw bales to complete the stabilization of an active dune field near the community of Keeler along the northeast shore of Owens Lake.

The District has already begun construction of the Keeler Dunes dust control project and is seeking to purchase additional bales for the project in order to complete the bale array. The current schedule for the project calls for delivery of straw to begin as early as February 2015, continuing as necessary until all bales have been delivered to the project site. However, based on the availability and cost of acceptable straw, the District, at its option, may call for initial delivery of straw in this bid in the Fall of 2015 (September-October).

The project design consists of placing the straw bales on the dune surface to temporarily stabilize the active dune areas in order to allow establishment of planted native shrubs. Quotes should be provided for bales in a single size (3-string bales) measuring approximately 44-48 inches long by 24-26 inches wide by 16-18 inches tall, as specified on the bid sheet. The binding material should be biodegradable but capable of lasting in the dry desert conditions at the project site for 3-5 years.

The District's project construction contractor, Barnard Construction, will coordinate and schedule directly with the straw bale supplier for delivery of the straw bales to the project. It is anticipated that the bales will be transported to the project site over the course of a couple of months.

Returned bids should clearly state the number of bales that can be provided for the dust control project in the time frames specified. As stated above, the project design requires an additional 55,000 certified weed-free straw bales delivered to the project site possibly starting as early as February 2015.

The District understands that the availability and cost of the straw bales needed for the dust control project may change over the time period of interest. The bid table is structured in such a way to allow

the vendor/supplier to provide bids based on the availability date. The District may consider using multiple suppliers for the straw bales, if needed, in order to have all of the required bales 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 Air Pollution Control 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, Senior Scientist
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 241
Email: gholder@gbuapcd.org

In order to be considered, bids must be received at the District's Bishop office no later than 4 PM on Wednesday, February 11, 2015.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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

BID NUMBER 2015-KD1: Supply and Delivery of Certified Weed-Free Straw Bales

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

BIDS WILL BE OPENED: Wednesday, February 11, 2014 at 4 PM

**DIRECT QUESTIONS TO: Carla Scheidlinger, Amec Foster Wheeler 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 (2015-KD1) 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 (2015-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 straw bale availability is a critical consideration and **MUST BE** stated in definite terms and adhered to. If the time and cost varies on the availability and delivery of the required bales, the bidder shall so state, as indicated on the bid table.

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 contract/purchase order will be made or entered into with the lowest responsible bidder(s) meeting the specifications. A copy of the terms of the District's contract/purchase order is provided with the bid materials.
7. The District may pay a deposit on the cost of the bales. The amount of the deposit, if requested by the supplier, will be negotiated with the successful bidder(s). If such payment is made, the District will require a payment bond for the amount of the deposit.
8. 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.
9. 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.
10. In case of default by a supplier, the District may procure the articles or service from other sources.
11. The supplier(s) 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.
12. Supplier(s) will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. However, if the District has made a deposit to a supplier and a payment bond has been issued (see No. 7, above), the bond shall remain in full force and effect and is payable upon demand by the District to the supplier(s) or bonding company, regardless of the reason for failure or delay in fulfillment.
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 September 30, 2015.
16. Supplier(s) of accepted bid(s) will be required to complete an IRS Form W-9 (Request for Taxpayer Identification Number).

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 certified weed-free straw bales, 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 _____, 2015

Specifications for Bid Number 2015-KD1
Great Basin Unified Air Pollution Control District
Request for Bids for Supply and Delivery of Certified Weed-Free Straw Bales

General Description:

Supply and delivery of 55,000 certified weed-free straw bales. Bales must be approximately 44-48" x 24-26" x 16-18" (3-string bales) in size. Preference is for the bales to be baled with biodegradable material that has a durability of 3-5 years. However, it is possible that the District will accept other bailing material. Preference is for straw bales to be available for placement on the Keeler Dunes Dust Control Project site starting in February 2015. The type of bailing twine used and the availability date of the straw must be indicated on the bid table.

Detailed Standards and Specifications of Straw Bales and Material:

Straw Bale Material: Straw shall be derived from wheat, rice, or barley. Straw shall be certified weed-free following guidelines in the Food and Agricultural Code California. The straw bales shall be composed entirely of vegetative matter except for the binding. Straw that has been used for stable bedding shall not be used. Bids may be provided for either long-stem straw or short-stem straw.

Straw Bale Size: Each straw bale shall be approximately 44-48" x 24-26" x 16-18" (3-string bales) in size. Bales shall be of consistent dimensions within the specified range.

Bale Bindings: Bales shall be bound horizontally with material that has a life expectancy of 3-5 years in the dry desert conditions found at the project site. Bales shall be bound with a minimum of three strings per bale. Bailing material shall be of standard size and of standard breaking strength. Preference will be given to bales bound with biodegradable twine. However, consideration will be given to other types of twine. Please state the kind of binding used.

Other: Bales shall be tightly bound and shall be in good condition and not wet, soggy or moldy.

Weed-Free Certification:

Vendor will be required to provide proof of weed-free certification in the form of a copy of CDFA Form 66-079 "Certificate of Quarantine Compliance (CQC)" associated with the inspection of the specific straw materials.

Special Requirements:

The transportation and delivery costs of the straw bales to the project site shall be included in the quote provided with this bid package. The project site is located 2 miles north of the community of Keeler, California along State Route 136 (12 miles east of Lone Pine, California). Supplier will work with the project construction contractor for the scheduling of bale delivery to the project site. It is expected that bales will be delivered over a period of approximately two months starting as early as February 2015. The delivery

schedule is of the utmost importance to the project. Once delivery has started, it is expected that a steady supply of bales will be provided to the project.

Tax:

Inyo County tax rate is 8% and should be applied to the cost of the straw bales. Tax does not need to be applied to transportation and delivery costs.

BID FORM

use one bid form for *EACH DATE* or for *EACH TYPE* of material for which you are submitting a bid)

for Bid Number 2015-KD1

Great Basin Unified Air Pollution Control District

Request for Bids for Supply and Delivery of Certified Weed-Free Straw Bales

Supplier/Vendor Name: _____

Number of Straw Bales Quoted in Bid: _____

Approximate Size of Bale: _____

Type of Straw (rice, wheat, or barley): _____

Long Stem or Short Stem Straw: _____

Location of Straw Production: _____

Type of Baling Material: _____

Cost of Straw (price per Bale): \$ _____

Total Cost of Straw Bales Quoted: \$ _____

Cost of Transportation and Delivery (per Bale): \$ _____

Total Cost of Transportation and Delivery for Bales Quoted: \$ _____

Total Price: including cost of bales, transportation and delivery, tax and all applicable fees.

Amount: \$ _____ (Figures)

Amount: _____ (Words)

_____ Dollars and _____ Cents

Availability date for the straw bales: _____, 2015

**Specifications for Bid Number 2015-KD1
Great Basin Unified Air Pollution Control District
Request for Bids for Supply and Delivery of Certified Weed-Free Straw Bales**

BID TABLE

Vendor/Supplier Name: _____

Quote by: _____ (name of authorized person)

Date: _____ (date of quote)

Quote good until: _____ (quote must be good until September 30, 2015)

Fill out table below with indicating if the price varies with the quantity purchased and/or the availability date. Please provide the cost of the bales without the applied sales tax. Taxes should be included in the Bid Summary (see following page).

Note: Bidder may use multiple sheets if supplying different kinds of straw with different prices.

AVAILABILITY DATE	PRICE per bale Each (1-10,000)	PRICE per bale Each (10,001-55,000)	NUMBER AVAIALBLE these DATES	TOTAL COST (\$) by Date	Type of binding twine used
February - April 2015					
October - December 2015					
Other:					

Specifications for Bid Number 2015-KD1
Great Basin Unified Air Pollution Control District
Request for Bids for Supply and Delivery of Certified Weed-Free Straw Bales

BID SUMMARY

Provide a summary of the number of bales and price for bales quoted in this bid, including delivery and transportation, tax and all other fees. (Note: the tax rate in Inyo County is 8% and should be applied to the cost of the bales only)

Note: The cost summary is divided into delivery dates in order to allow for potential changes in the availability and cost of the straw bales with time.

Delivery Date	Total Bale Number	Total Bale Cost (\$), including tax	Delivery and Transportation Cost (\$)	Total Overall Cost (\$)	Type of binding twine used
February - April 2015					
October - December 2015					
Other dates:					



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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PURCHASE ORDER #14XX

SELLER:	Bill To: Great Basin Unified APCD 157 Short Street, Bishop, CA 93514 Attention: Grace Holder Phone: (760) 872-8211 x 241 Fax: (760) 872-6109 Email: gholder@gbuapcd.org	Ship To: Keeler Dunes Dust Control Project Old State Highway Keeler, CA 93530		
Purchase Order No: 14XX	Date:	Delivery Date: (exact dates to be arranged with construction contractor)		
GBUAPCD Representative: Grace Holder				
Project Name: Keeler Dunes Dust Control Project				
Client Name: Representative:		Payment Terms: \$XX Deposit with balance due in as bales are delivered.		
Ship Via: Truck	FOB: N/A	Freight Terms:		
Item - Description	Unit of Measure	Quantity	Bale Price	Total Price
<u>TOTAL ORDER*</u>				
Certified Weed Free Straw Bales (~16"x 22"x 46")	Each Bale	#	\$	\$
Transportation and delivery	Per Bale	#	\$	\$
			SUBTOTAL	\$
			<i>Tax (8% tax on bales)</i>	\$
			TOTAL	\$
<u>Deposit</u>				
Deposit on cost of bales (not including transportation or tax)				\$
*Costs from bid materials submitted to and accepted by GBUAPCD are incorporated into PO#14XX. See Attachment A.			Balance Due as bales are delivered	\$

***Bale Requirements**

1. Bales will be certified weed-free. Copy of certification required at time of delivery.
2. Bales will be in good condition
3. Bales dimensions shall be approximately 16 x 22 x 46 inches.
4. Bales will be bound with sisal twine (or other biodegradable twine).
5. Bale number: A total of 55,000 bales are included in this Purchase Order with delivery starting in February 2015.
6. Client will coordinate with District's construction contractor (Barnard Construction Company, Inc.) for delivery schedule of bales to Keeler Dunes project site.

Acknowledged: _____ (initials)
Authorized representative

Purchase Order Terms and Conditions

- 1. ACCEPTANCE AND TERMS AND CONDITIONS:** This Purchase Order No. 14XX dated XX/XX/2015 ("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, (2) Seller's shipment of any goods, supplies, materials, equipment or other personal property ("Items"), or (3) 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, instruction manuals 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. Invoices will not be processed for payment until all Items invoiced are received or Services performed.
- 3. SHIPPING INSTRUCTIONS:** Transportation and delivery costs to the project site near Keeler, CA are included in the cost paid through P.O. 14XX. Delivery will be coordinated through a designated construction contractor to the DISTRICT. Once delivery of the bales begins, Seller should provide a steady supply of bales to the project site at a rate acceptable to the project construction contractor.
- 4. SPECIAL CHARGES:** Seller shall be responsible for the payment of all charges for delivery and unloading of the bales to the designated project site unless DISTRICT has assumed an express obligation.
- 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, PAYMENT, and DEPOSIT:** 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. District MAY pay a deposit for the items in this agreement upon written acceptance of this order by the SELLER. Seller's right to payment is contingent upon DISTRICT'S approval and acceptance of the Work. Upon default or termination of this Order, all unused portions of the deposit (if paid) will be returned to the District within 30 days of the date of default or termination, per Section 8. DISTRICT requires the SELLER to obtain a bond in the name of the District for the amount of the deposit in case of default of the ORDER.
- 7. 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 that may arise out of its sale of the Items and/or Services to DISTRICT. (See bid materials)
- 8. 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 including return of any deposit paid to Seller. 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.

9. INSPECTION AND REJECTION: DISTRICT (or their designated representative) shall have the right, but not the obligation, to inspect the bales prior to delivery and acceptance. 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 may be made prior to acceptance of the bales at 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.

10. 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/Bales 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

11. 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.

12. 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.

13. 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.

14. 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, PL91-596), and Occupational Safety and Health Administrations Standard 29 CFR 1910-1200, Hazard

Communication.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. INSURANCE: If Seller is to deliver Items to DISTRICT or designated premises, 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.

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 "Representative" as described herein. Such 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 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 the DISTRICT's Air Pollution Control Officer.

24. 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.

25. IRS Form W-9 shall be completed, signed and returned to District prior to any payment to Seller.

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

Bid materials submitted to District

Purchase Order No: 14XX	
Great Basin Unified Air Pollution Control District	Seller:
157 Short Street Bishop, CA 93514	
Signature	Signature of Authorized Representative
Name/Air Pollution Control Officer:	Name/Title