



**SPECIFICATIONS AND  
CONTRACT DOCUMENTS  
FOR**

**Annual Water Materials Purchase Contract  
2026**

**PROPOSAL OPENING  
November 13, 3:30 PM,**

**Contact person: Thomas M Dwyer Jr., (530) 582-3955  
TJDwyer@tdpud.org**

**Truckee Donner Public Utility District  
11570 Donner Pass Road, Truckee, CA 96161**

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**Truckee Donner Public Utility District  
11570 Donner Pass Road  
Truckee, California 96161**

**1. NOTICE AND INSTRUCTIONS TO BIDDERS**

Notice is hereby given that the Board of Directors of the Truckee Donner Public Utility District, Nevada County, California, herein referred to as "District," will receive sealed proposals at the District office, 11570 Donner Pass Road, Truckee, California 96161 until 3:30 pm, Tuesday, November 7, 2024 at which time they shall be opened and publicly read for provision of:

**Annual Water Material Purchase Contract**

**This will be an annual contract from January 1, 2026 through December 31, 2026.**

Each proposal must conform to the Technical Specifications set forth in the attachment hereto.

No proposal will be considered unless it is made on the form provided.

The Truckee Donner Public Utility District reserves the right to accept or reject any and all proposals, to accept or reject part of a proposal, or to waive irregularities or informalities in any or all proposals. District shall be the sole judge of the suitability of the items offered, preference being given to the lowest responsible bidder. The award as to each item shall be in all cases be made to the lowest bidder for such item.

**2. WARNING TO BIDDERS**

Only complete proposals submitted in a sealed envelope will be considered. The successful bidder will be required to enter into the contract attached to the proposal for the items covered by the award.

**3. MANNER OF SUBMITTING PROPOSALS**

Prior to submittal please review proposals to ensure:

- a. The Proposal Schedule is complete and totals are correct.
- b. Non-Collusion Declaration is filled out by Bidder and attached to the proposal package.
- c. The Bidder has acknowledged the receipt of any Addenda.
- d. Proposed alternate or equivalent materials and/or equipment has been submitted for approval by the District.

**Failure to meet all of the above listed Proposal submittal requirements shall be cause for rejection of Proposal.**

When submitting a proposal, place the complete proposal document in an nontransparent sealed envelope and either mail to **Material Contract - 2026, Truckee Donner PUD, 11570 Donner Pass Road, Truckee, CA 96161**; or hand deliver the proposal to **11570 Donner Pass Road, Truckee, CA.**

#### **4. EXAMINATION OF CONDITIONS**

Filing of a proposal shall constitute affirmation the bidder has complied with the following:

- a) Carefully examined the contract documents.
- b) Included in the proposal sum amounts sufficient to cover all items required by the contract documents.

The failure or omission of any bidder to review any form, instrument, addendum, or other documents shall in no way relieve any bidder from any obligation with respect to his proposal of the contract.

#### **5. AWARD OF CONTRACT**

This Contract is a Unit Price Contract. Pricing must be submitted in accordance with these instructions:

- a. All Unit Prices on the Proposal Schedule are “each prices”.
- b. This is a one-year Contract, effective January 1, 2026 through December 31, 2026.
- c. “Estimated annual quantities” stated in the Proposal Schedule are estimates only. By accepting a Proposal, District does not guarantee quantities purchased will equal “Estimated annual quantities.”
- d. The low bidder will be determined by the summation of the Unit Prices of all schedules.
- e. The contract will be awarded on a single award basis. All mandatory items must be proposed or the proposal will be considered non-responsive and will be subject to rejection.

#### **6. MARKET BASKET PRICING**

Cost is the primary evaluation criterion for the award for this proposal. Cost evaluation will be based on the lowest price. The pricing information is categorized into sixty-three (63) commonly purchased items. The items listed provide detail on those products purchased by the District throughout the year. The pricing proposal for this list will only be considered compliant if the bidder provides pricing for all items listed.

## **7. SUBSTITUTIONS**

The items listed allow for "approved equals". The bidder may include parts from another manufacturer that equal or exceed the specific part mentioned in these specifications. **However, the bidder must provide a list with the proposal that itemizes all those parts being included as an equal.** In addition, the bidder must submit a copy of the manufacturer's information detailing each part or item that is included as an equal. The information must describe the part in sufficient detail to demonstrate that the part does indeed equal or exceed in every respect the part or item specified. The District will be the sole judge of the suitability of the parts or items offered as equals. Proposals containing parts or items that are inferior to those specified will not be accepted.

## **8. DISTRICT'S RIGHT TO REJECTS**

The District reserves the unqualified right in its sole and absolute discretion to reject any and all proposals, and to accept the proposal or proposals which in its sole and absolute judgment, will, under all circumstances best serve the interest of the District.

Each proposal shall be deemed a firm offer continuing for thirty (30) days after the date set for the opening of the proposals.

## **9. CONTRACT**

The contract includes all "Contract Documents," consisting of:

- A. The advertisement for proposals.
- B. Notice and instructions to bidders.
- C. Advertisements for proposals.
- D. Proposal Schedule.
- G. Any District approved modifications to the foregoing.

The contract, when executed, shall be the entire and exclusive agreement between the parties thereto. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Contract are superseded by the Contract Documents. In entering into the Contract, neither party has relied upon any statement, representation, warranty, nor agreement except those expressly set forth in this Agreement.

## **10. PROPOSAL MODIFICATIONS**

Proposals may be modified up until the time of proposal opening. Modifications must be in writing. No electronic or telephone modifications will be allowed.

## **11. PROPOSAL WITHDRAWAL**

Proposals may be withdrawn any time prior to the time set for proposal opening. Once proposals are opened, they may not be withdrawn until sixty (60) days from the date set for the opening of proposals, whichever occurs first. All proposals shall be firm for not less than thirty (30) days from the date set for opening of proposals.

## **12. POSTPONEMENT OF OPENING**

The District reserves the right to postpone the time and date of proposal opening as the District deems necessary. Such postponement will be conveyed to all bidders by written or electronic notice which will state the new opening time and date. Any such postponement shall extend the dates for which proposals shall remain open and may not be withdrawn.

## **13. INTERPRETATION OR CORRECTION OF CONTRACT**

The bidder shall promptly notify the District of any ambiguity, inconsistency, or error which he may discover in the contract or, if applicable, the site or local conditions.

Any bidder requiring clarification or interpretation of the contract shall make a written request to District immediately, and in all events at least seven business days prior to the date scheduled for proposal opening.

Any interpretations, corrections, or changes to the contract prior to the proposal opening shall be made by addenda issued to all bidders. Each bidder shall acknowledge receipt of each addendum by signing in the space provided and attaching each addendum to the bidder's proposal.

Interpretations, corrections, or changes of the contract prior to proposal opening made in any other manner than as described above will not be binding and bidders shall not rely upon such interpretations, corrections and changes.

## **14. PROPOSAL AMOUNT**

In the event that the product of a unit price and a quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the quantity shall be deemed to be the amount proposal. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount proposed.

## **15. SOURCE OF FUNDS AND LIMITATION OF DAMAGES**

Bidder is hereby informed that funds for these materials are limited and are public funds derived through revenues appropriated through the budgetary process. The District's decision to award a contract to the successful bidder is dependent upon the bidder's agreement to limit all claims for payments by the District to the unit prices or lump sum proposals proposed herein. Further, in the event the bidder is awarded the contract for the material stated herein and a dispute arises between the bidder and the District regarding unreasonable delays, claims for extra compensation, or any of the provisions of the contract, the bidder agrees to limit the total of all claims against the District for this contract, including any damages, to the total funds appropriated by the District for this contract.

## **16. DAMAGES FOR FAILURE TO DELIVER MATERIALS IN TIMELY MANNER**

In addition to and separate from any other remedy for a breach provided for in this Agreement, District shall, in the event the materials are not delivered to District by the date specified on the proposal form, be entitled to purchase materials of like kind and quality from another provider. Successful Bidder shall, at District's demand, pay the costs and all incidental expenses associated with District's purchase of substitute supplies. In the event that District avails itself of the remedy provided for in this paragraph, it may, at its option, deduct the costs of purchasing substitute materials or recover from Successful Bidder the cost of substitute materials and incidental expenses. In the event that District brings an action to enforce the terms of this paragraph, it shall be entitled to an award of its attorneys' fees and costs. The District's election of the remedy provided in this paragraph shall be without prejudice to any other remedy it may have available to it in law or equity.

# MATERIAL PURCHASE AGREEMENT

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Truckee Donner Public Utility District, a local public agency of the State of California (the "District" and/or "Owner") and \_\_\_\_\_ ("Successful Bidder"). The parties hereto agree as follows:

## **1. DESCRIPTION OF MATERIALS**

Successful Bidder agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish the materials which are described on the Notice and Instructions to Bidders, Specifications and Agreement, all of which are attached hereto and incorporated herein by reference.

## **2. CONTRACT PRICE**

The District shall pay Successful Bidder the prices set forth in the attached proposal schedule, hereinafter called "Contract Price."

## **3. INDEMNITY AGREEMENT**

Successful Bidder shall defend, indemnify and save harmless the District and its elected and appointed officials, employees and agents, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury or death to person or property arising out of or in any manner directly or indirectly connected with the this Agreement or the material provided under this Agreement, however caused, regardless of any negligence of the District or its agents or servants, except the active negligence or willful misconduct of the District or its elected and appointed officials, employees and agents . Said indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys' fees and other legal expenses incurred by the District and shall include any and all penalties imposed upon the District on account of the violation of any law or regulation by Successful Bidder.

## **4. DAMAGES FOR FAILURE TO DELIVER MATERIALS IN TIMELY MANNER**

In addition to and separate from any other remedy for a breach provided for in this Agreement, District shall, in the event the materials are not delivered to District by the date specified on the proposal form, be entitled to purchase materials of like kind and quality from another provider. Successful Bidder shall, at District's demand, pay the costs associated with District's purchase of substitute supplies. In the event that District avails itself of the remedy provided for in this paragraph, it may, at its option, deduct the costs of purchasing substitute materials or recover from Successful Bidder the cost of substitute materials and incidental expenses. In the event that District brings an action to enforce the terms of this paragraph, it shall be entitled to an award of its attorneys' fees and costs. The District's election of the remedy provided in this paragraph shall be without prejudice to any other remedy it may have available to it in law or equity.

**5. GUARANTEE AND WARRANTY**

Successful Bidder guarantees that the materials furnished under this Agreement meet all the requirements of the Specifications. SUCCESSFUL BIDDER GUARANTEES AND WARRANTS THAT THE MATERIALS FURNISHED UNDER THIS AGREEMENT ARE MERCHANTABLE AND FIT FOR THE PURPOSE FOR WHICH THEY WERE SOLD AND ARE FREE FROM DEFECTS CAUSED BY DEFECTIVE MATERIAL OR FAULTY WORKMANSHIP. ANY PROVISION IN THIS AGREEMENT OR IN ANY INVOICE, STATEMENT, PURCHASE ORDER OR OTHER DOCUMENT TO EXCLUDE, DISCLAIM, LIMIT OR MODIFY ANY IMPLIED OR EXPRESS WARRANTY IS NULL AND VOID AND SHALL HAVE NO FORCE OR EFFECT.

**6. SHIPPING AND DELIVERY**

The Successful bidder shall prepare the materials for shipment in such a manner as to protect them from damage in transit and shall be responsible for and make good any and all damage incurred while loading, unloading or in transit. If the materials are damaged in shipment, they will be refused upon District's discovery of such damage, whether upon delivery, or later. Successful Bidder shall provide for immediate recovery of the damaged item(s) and for the prompt provision of replacement materials in good condition.

The District requires 24 hours' notice of delivery and an estimated arrival date and time.

The cost of the materials shall include shipping and delivery.

**7. NOTICES**

Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, five days after deposited in the United States mail, first-class postage paid, addressed to the District at 11570 Donner Pass Road, Truckee, California 96161, or to Successful Bidder at \_\_\_\_\_.

Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

**8. ATTORNEYS', EXPERTS' AND CONSULTANTS' FEES**

In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, experts' fees, and consultants' fees, expenses and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

**9. CAPTIONS**

The captions and headings of the different sections of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this agreement or to control or affect the meaning, construction, or effect of the same.

**10. NECESSARY ACTS**

Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.

**11. ASSIGNMENT**

The Successful Bidder may not assign this Agreement or payments due under the Agreement without the prior written consent of the District.

**12. GOVERNING LAW**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

**13. FORUM**

Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Nevada, State of California, if in State court, or in or the Federal Court for the Eastern District of California, if in federal court.

**14. SOLE AND ONLY AGREEMENT**

This Agreement, including the advertisement for proposals; Notice and instructions to bidders; Advertisements for proposals; Proposal Schedule and Inquiry Sheet; Purchase Form; and Technical Specifications contemplated herein, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

**15. DISTRICT POWERS**

Nothing herein contained shall be deemed to limit, restrict or modify any right, duty or obligation given, granted, or imposed upon the District by the laws of the State of California now in effect, or hereafter adopted, nor to limit or restrict the power or authority of the District.

**16. SEVERABILITY**

In the event that any part or provision of this Agreement is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Agreement.

In witness whereof this instrument is executed by the duly authorized officials on the date first above written.

**TRUCKEE DONNER PUBLIC UTILITY DISTRICT**

\_\_\_\_\_  
**Brian Wright, General Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Distributing Company**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**

## PROPOSAL FORMS

By signing the Proposal on Page 13, Bidder warrants the following:

### NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Proposal ("bid").

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

**Annual Water Materials Purchase Contract**

TO: TRUCKEE DONNER PUBLIC UTILITY DISTRICT  
11570 Donner Pass Road  
Truckee, California 96161

In compliance with your Notice to Bidders, and subject to all the conditions thereof, the undersigned offers and agrees, if this proposal be accepted within 30 calendar days from the date of the opening, to furnish the fuel services upon which prices are quoted, at the price set opposite each item.

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

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of person authorized to sign this proposal)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

I acknowledge receipt of the following addenda:

No. 1: _____	signed	_____	dated
No. 2: _____	signed	_____	dated
No. 3: _____	signed	_____	dated
No. 4: _____	signed	_____	dated
No. 5: _____	signed	_____	dated

# PROPOSAL SCHEDULE

## Annual Water Materials Purchase Contract UNIT COST (FOB TRUCKEE) Tax not included

Item #	TDPUD Inventory #	Item Description	Quantity	Unit Of Measure	Unit Price	Extended Price
1	40000000	* TUBING, POLY 3/4" CTS OD	100	FEET - FEET		
2	40000100	1" CTS POLY 100' COIL	100	FEET - FEET		
3	40000390	* INSERT STIFFENER, 3/4" CTS	30	EA - EACH		
4	40000400	* INSERT STIFFENER, 1" CTS	50	EA - EACH		
5	40000500	* INSERT STIFFENER, 1 1/2" CTS	30	EA - EACH		
6	40000900	VALVE, BALL CORP STOP, 2" MIP X PE	5	EA - EACH		
7	40001900	ELL, 1 1/2", 90 DEGREE,	50	EA - EACH		
8	40000990	VALVE, BALL CURB STOP, 3/4"	50	EA - EACH		
9	40001050	VALVE, BALL CURB STOP, 1 1/2"	10	EA - EACH		
10	40001980	* 3/4" CTS COMP X MIP CPLG	20	EA - EACH		
11	40001090	VALVE, BALL CURB STOP, 2"	4	EA - EACH		
12	40003320	NIPPLE BRASS, 1 1/2" X 4"	20	EA - EACH		
13	40002000	1" CTS COMP X MIP	20	EA - EACH		
14	40002100	1 1/2" CTS COMP X MIP CPLG	12	EA - EACH		
15	40002200	2" CTS COMP X MIP CPLG	8	EA - EACH		
16	40002580	* NIPPLE BRASS, 3/4" X 2"	60	EA - EACH		
17	40003175	NIPPLE BRASS, 1 1/4" X CLOSE	10	EA - EACH		
18	40003300	NIPPLE BRASS, 1 1/2" X 2"	40	EA - EACH		
19	40003310	NIPPLE BRASS, 1 1/2" X 3"	12	EA - EACH		
20	40002950	NIPPLE BRASS 1" x 2"	20	EA - EACH		
21	40003900	REDUCER BUSHING, 1 1/2" MIP X 3/4"	50	EA - EACH		
22	40004000	REDUCER BUSHING, 1 1/2" MIP X 1"	50	EA - EACH		
23	40005420	1 1/4" IPS X FIP	12	EA - EACH		
24	40005700	CROSS BRASS, 1 1/2"	24	EA - EACH		
25	40008000	* 3/4 CTS COMP X 3/4 CTS COMP	10	EA - EACH		
26	80061612	BOX, H-20 B3048	20	EA - EACH		
27	82011010	METER YOKE, FORD Y502 - 3/4"	10	EA - EACH		
28	82011015	METER YOKE EXPANSION - 3/4"	10	EA - EACH		
29	82011020	STRAIGHT YOKE VALVE, 3/4"	20	EA - EACH		
30	82011030	METER YOKE, 1"	50	EA - EACH		
31	82011035	METER YOKE EXPANSION, 1"	80	EA - EACH		
32	82011040	STRAIGHT YOKE VALVE, 1"	150	EA - EACH		
33	93013041	* GASKET, RUBBER, FULL FACE, 6"	10	EA - EACH		
34	82021260	COVER, H-20, 1730, TRAFFIC	4	EA - EACH		
35	82021263	COVER, H-20, 13x24, TR RATED	4	EA - EACH		

	82021480	COVER, B-40 POLYMER, GRAY	40	EA - EACH		
37	82022370	COVER, G-5, CAST IRON	30	EA - EACH		
38	82011122	BOX, B-24	16	EA - EACH		
39	82011142	BOX, B40	4	EA - EACH		
40	82011263	EXTENSION, H-20, B1730	6	EA - EACH		
41	82011143	BOX, EXTENSION, B40	6	EA - EACH		
42	82011262	BOX, H-20, B1730	3	EA - EACH		
43	82011310	BOX, H-20, 13X24	3	EA - EACH		
44	82011320	BOX, EXT, H-20, B13X24	8	EA - EACH		
45	82012172	BOX, VALVE, G-5	6	EA - EACH		
46	84100606	CLAMP, REPAIR, 1 1/4" X 6" IPS	12	EA - EACH		
47	84113007	CLAMP, REPAIR, 5.95-6.35 X 7.5	14	EA - EACH		
48	84113012	CLAMP, REPAIR, 5.95-6.35 X 12.5	12	EA - EACH		
49	84113107	CLAMP, REPAIR, 6.56-6.96 X 7.5	2	EA - EACH		
50	84113115	CLAMP, REPAIR, 6.56-6.96 X 15	1	EA - EACH		
51	84114007	CLAMP, REPAIR, 7.95-8.35 X 7.5	3	EA - EACH		
52	84114012	CLAMP, REPAIR, 7.95-8.35 X 12.5	3	EA - EACH		
53	84115007	CLAMP, REPAIR, 9.70-10.10X 7.5	5	EA - EACH		
54	84115012	CLAMP, REPAIR, 9.70-10.10X 12.5	4	EA - EACH		
55	98062022	VALVE, GATE, 4" FLGD, RESILIE	1			
56	98062032	VALVE, GATE, 4" MJ X FLG, RES	1			
57	98063022	VALVE, GATE, 6" FLG X FLG	1			
58	98063032	VALVE, GATE, 6" MJ X FLG	1	EA - EACH		
59	98064022	VALVE, GATE, 8" FLGD, RESILIENT	1			
60	98064062	VALVE, GATE, 8" MJ X FLG	1			
61	98080714	VALVE, TAPPING, 1 1/2" MIP X MIP	7	EA - EACH		
62	96003022	SMITH-BLAIR 317-00069014-000				
		5.94-6.90 X 2" Tap Saddle	1	EA - EACH		
63	NON-INV	FORD C44-66-Q-NL 1 1/2" CTS COMP X COMP CPLG 10		EA - EACH		

**TOTAL AMOUNT: \_\_\_\_\_**