



## Request for Bids

Petroleum Products  
Annual Supply

Feb. 2018

Las Virgenes Water District  
4232 Las Virgenes Road  
Calabasas, CA 91302  
818-251-2115

Request for Information Deadline: Mar. 1, 2018

**Bids Due: Mar. 8, 2018; 2:00 p.m.**

District Contact: Gretchen Bullock, Purchasing Supervisor, [gbullock@lvmwd.com](mailto:gbullock@lvmwd.com)

## Las Virgenes Municipal Water District Instructions to Bidders

1. **Introduction.** Each bidder and its bid shall comply with these instructions to bidders and the terms and conditions provided with the bid documents.
2. **District Contact.** During the bid process the District contact will be the District Purchasing Supervisor: Gretchen Bullock, CPPB, 4232 Las Virgenes Road, Calabasas, CA 91302, [gbullock@lvmwd.com](mailto:gbullock@lvmwd.com) e-mail, 818-251-2115 phone. Any questions, technical or otherwise, pertaining to this bid must be submitted in writing and directed only to the listed District contact. Bidders, their representatives, agents or anyone else acting on their behalf are specifically directed NOT to contact any District employee, board member, or other agency associate for any purpose related to this request for bid other than as directed above. **Contact with anyone other than as directed above may be just cause for rejection of bid.**
3. **Requests for Information and Notifications.** All requests for information (RFI) regarding this bid must be directed to District Contact listed above and received in writing no later than Mar. 1, 2018. Requests will be addressed within 2 business days of receipt. At the end of the RFI period a summary of all RFI and responses will be posted at <http://www.lvmwd.com/about-us/management/finance-and-administration/do-business-with-lvmwd/purchasing-formal-bids> . **It is the bidder's responsibility to ensure they access and review any RFI responses and resulting addendum(s) posted.** The District is not responsible to notify individual potential bidders of the availability of RFI responses and/or resulting addendum(s) beyond this notice. The District is not responsible for lost or misdirected e-mail communications. Other than directing a bidder to a specific segment of the bid documents, questions received after the RFI period has ended will not be answered.
4. **Submission of Bids.** Sealed bids are to be submitted only on the prescribed Las Virgenes Municipal Water District Bid Forms included as part of this bid package and described in the Request for Bids and must be submitted in hard copy format with a wet signature. **Bid submission deadline is Thursday, March 8, 2018; 2:00 p.m.** Bids shall be addressed and delivered to: Las Virgenes Municipal Water District, Attn: Gretchen Bullock, 4232 Las Virgenes Road, Calabasas, CA 91302, and clearly marked **"Sealed Bid—Petroleum Products"** on outside of envelope. FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES. Bidders are required to submit the following information with their bid:
  - a. Completed Bid Form-Schedule (4 pages)
  - b. Proof of most current OPIS report effective March 1, 2018 from which bid pricing is basedBid forms can be downloaded from the District's web site <http://www.lvmwd.com/about-us/management/finance-and-administration/do-business-with-lvmwd/purchasing-formal-bids> .
5. **Modification of Bids.** A bidder may modify its bid by written communications provided such communication is received by the District prior to the closing time for receipt of bids. The written communication must not reveal the bid price but should state the addition or subtraction or other modification in such a manner that the District will not know the final prices or terms until it opens the sealed bid.
6. **Withdrawal and Return of bids.** Bids may be withdrawn without prejudice by written or telegraphic requests received from the bidder prior to the time for opening of bids, and bids so withdrawn will be returned to bidders unopened. Any bid received after the bid submission deadline shall be returned to the bidder unopened.
7. **Discrepancies.** In the case of discrepancy between unit prices and extended totals, unit prices will prevail. In the case of discrepancy between words and figures, words will prevail.
8. **Pricing.** Both unit and extended pricing shall be shown in U.S. dollar amounts with two decimal places rounded to the nearest cent.
9. **Award of Bid.**
  - a. The District reserves the right to accept or reject any and all bids during the time for awarding the contract, and to waive any informality or irregularity in any bid. The District may reject any bid that does not comply with these instructions or other bid documents.

## Las Virgenes Municipal Water District Instructions to Bidders

- b. Award shall be made on a comprehensive basis for each product, Unleaded Fuel and Clear Diesel Fuel, based on total estimated annual cost of each product.
- c. The award of the bid, if it is awarded, shall be to the lowest responsible responsive bidder whose bid complies with the requirements of the bid documents. Bidder responsibility is determined solely by the District.
- d. It is expected that bids will be considered by the District at the regularly scheduled Board Meeting on March 27, 2018. Notice of Award, if any will occur within seven business days following the meeting. Accompanying the District's Notice of Award will be a purchase order. The successful bidder will be required to send an order acceptance to the District within seven days following receipt of Notice of Award. Failure to do so shall be just cause for annulment of the award. In the event of failure of the lowest responsible responsive bidder to provide order confirmation to the District, the District may award to the next lowest responsible responsive bidder.

**10. Insurance Requirements.** Bidder at its' sole cost and expense shall procure and maintain for the duration of the project the following types and minimum limits of insurance: ***Strike through unnecessary coverage***

Type	Limits	Scope
General Liability (GL)	\$1,000,000 per occurrence/ \$2,000,000 aggregate	At least as broad as ISO occurrence from CG 0001
Product Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate	
Automotive Liability	\$1,000,000 per accident	At least as broad as ISO CA 0001 (code 1, any auto)
Workers Compensation	CA Statutory limits	
Employers' Liability	\$1,000,000 per occurrence	

- a. The general and automobile liability policy(ies) shall be endorsed (consistent with Ins. Code 11580.04) to name District, its officers, employees, and agents as additional insured regarding liability arising out of the Work. Bidder's coverage shall be primary and shall apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance if any, shall be excess and shall not contribute with Bidder's insurance.
- b. Prior to commencing the Work, Bidder shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), certifying the additional insured coverages.

- 11. Non Collusion.** The bidder certifies that its bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same product as is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- 12. Bid Specifications.** The attached specifications are intended to be descriptive of the type and quality of product the District desires to purchase. Any exceptions or substitutions to the Bid Scope & Specification must be clearly noted on Bid-Form Schedule. District reserves the right to determine if products meet equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.
- 13. Confidential Information.** Bids containing confidential proprietary technical information or trade secrets which if publicly disclosed may cause substantial injury to the Bidder's competitive position must be clearly noted. It is the bidder's responsibility to clearly note any confidential design information as such.
- 14. Pre-bid Inspection.** N/A

## Las Virgenes Municipal Water District Instructions to Bidders

**15. Subcontractors.** Subcontractors are not allowed on this project. IRS regulations require all employees be issued a W-2 form. Any worker issued a 1099 in lieu of or in conjunction with a W-2 will be considered a sub-contractor. At any time during the contract the District may request payroll records to verify workers are employees and not subcontractors.

**16. Special Conditions.**

- a. Bid prices shall be F.O.B. Destination, Freight Pre-paid and allowed to Las Virgenes Municipal Water District, 4232 Las Virgenes Road, Calabasas, CA 91302, or other designated address within the District's service area. Refer to *Bid Scope & Specifications, Additional Information, 5. Title and Risk* for more detailed information.
- b. Any and all related fees associated with this bid shall be included in Bid Form-Schedule and extended bid total submitted by bidder. The District is located in Los Angeles County which, as of the date of this invitation to bid, has a sales tax rate of 9.5%.
  - i. It is the bidder's responsibility to list all regulatory fees and taxes in the area provided on the bid schedule that may affect the pricing during the contract period. Refer to *Bid Scope & Specifications, Additional Conditions, 2. Taxation, Surcharges, and Fees*
- c. Any exceptions or modifications to the Bid Scope & Specifications or District's Standard Purchase Order Terms and Conditions (Exhibit A) proposed by bidder must be clearly noted in area provided on Bid-Form Schedule.
- d. District has 90 days from the bid due date to accept bid pricing.

**Las Virgenes Municipal Water District**  
**Bid Form-Schedule**  
**Petroleum Products**

The undersigned states and declares as follows: that the bidder has carefully read and examined the Bid Documents; Bid Notice; Instruction to Bidders; Bid Specifications including exhibits; Bid Form-Schedule; and that the bidder will comply with the bid terms and conditions. The undersigned agrees to supply and deliver materials in strict conformity with the specifications and instructions enclosed with the Invitation for Bids for the prices set forth below in this bid schedule.

It is understood that this bid shall remain open and shall not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of the bid.

It is further agreed that the materials/services to be furnished under this bid shall be delivered at such time and in such quantities as called for by the Las Virgenes Municipal Water District. The District may extend the term of this contract by written notice to the supplier at the end of the contract period.

CONTRACT TERM as follows: initial contract term shall be good for one (1) year from date of contract execution. Four (4) additional one (1) year renewals may be negotiated at the District's option.

Materials to be furnished under this bid shall be delivered FOB Destination Freight Pre-Paid and Allowed to Las Virgenes Municipal Water District's Tapia Water Reclamation Facility, 731 Malibu Canyon Road, Calabasas, CA 91302 in the manner set forth in the Bid Scope and Specifications.

All bidders are required to submit the following information with their bid

- Completed Bid Form-Schedule (4 pages)
- Proof of most current OPIS report effective March 1, 2018 from which bid pricing is based
- All current regulatory fees and taxes

The bidder's authorized officer identified below hereby declares that the representations in this bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California, and that I am duly authorized to bind this bidder to this bid.

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<b>Bid Item No.</b>	<b>Quantity</b>	<b>Unit of Measure UOM</b>	<b>Description</b> Refer to Bid Scope & Specifications for detailed description	<b>Unit Price</b>	<b>Extended Price</b>
1.	34,000	Gallon	Unbranded Unleaded, Regular Ethanol 5.7% Gasoline with a minimum octane rating of 87		
	34,000	Gallon	Mark-up+/Discount- from OPIS - per gallon		
			Regulatory Fees:		
			CA Gasoline Tax		
			CA Oil Spill Fee		
			CA Childhood Lead Free		
			CA AB 32: Implementation #1		
			CA AB 32: Implementation #2		
			CA AB 32: Implementation #3		
			GHG/CAR Compliance Assessment		
			CA Low Carbon Fuel Standard		
			LUST-Leaking Underground Storage Tank Tax		
			Federal Environmental Recovery Fee		
			CA Sales Tax	9.5%	
			<b>Total Bid Item No. 1</b>	<b>\$</b>	

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2.	3,800	Gallon	Unbranded California Carb ULS Diesel #2 Clear Diesel fuel		
	3,800	Gallon	Mark-up+/Discount- from OPIS - per gallon		
			Regulatory Fees:		
			CA Motor Vehicle Fuel Tax - Diesel		
			CA AB 32: Implementation #1		
			CA AB 32: Implementation #2		
			CA AB 32: Implementation #3		
			GHG/CAR Compliance Assessment		
			CA Low Carbon Fuel Standard		
			LUST-Leaking Underground Storage Tank Tax		
			Federal Environmental Recovery Fee		
			CA Sales Tax	9.5%	
			<b>Total Bid Item No. 2</b>	<b>\$</b>	

<b>Total Amount Bid</b> (Bid Items 1 & 2 combined)	<b>\$</b>
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**Written Total Bid Amount:**

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**Notes or Exceptions:**

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Addendum Acknowledgement:

Addendum #1  Signed: \_\_\_\_\_

Addendum #2  Signed: \_\_\_\_\_

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**Bidder:**

\_\_\_\_\_  
Corporate Name of Bidder

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax



**Las Virgenes Municipal Water District**  
**Petroleum Products: Unleaded and Diesel Fuel**

**Overview:**

The Las Virgenes Municipal Water District (District) serves the western edge of Los Angeles County including the cities of Agoura Hills, Calabasas, Hidden Hills and Westlake Village. The District occupies 122 square miles and services a population of approximately 70,000. The District provides potable water, recycled water, and sanitation (wastewater) services to its customers through three separate enterprise funds. The sanitation and recycled water services are provided through a Joint Powers Authority with the Triunfo Sanitation District.

Las Virgenes Municipal Water District is organized under the Municipal Water District Act of 1911 (California Water Code 7100). A five-member board of directors, each elected by geographic divisions, provides governance. Directors serve overlapping four-year terms, and every two years - concurrent with installation of the newly elected board – they select board officers. The board also selects a local representative from LVMWD to serve on the Board of Directors of the Metropolitan Water District of Southern California.

The District is requesting bids for an annual purchase order contract for the supply and delivery of Petroleum Products: Unleaded and Diesel Fuel. Initial contract period will be for one (1) year with four (4) possible one (1) year renewal periods at the District's option. Product will be purchased on an as needed basis throughout the initial one year contract period with the possibility of 4 one-year renewal periods. The purpose of this bid is to ensure set pricing for the duration of the contract period, allow for expedited delivery upon order release, and secure a quantity discount.

**General Information:**

The District has a fueling station with underground tanks for both unleaded and diesel fuel at our 4232 Las Virgenes Road headquarters location. Currently the District's fleet consists of 79 vehicles—70 using unleaded fuel and 9 using diesel fuel. Based on past use the unleaded tank is projected to be filled approximately every three (3) months and the diesel approximately one (1) time during a one year period. Estimated individual delivery quantities are 8500 gallons of unleaded and 3800 gallons of diesel. Individual tank capacities are 12,000 gallons each, however, 6000 gallons is the maximum diesel quantity ordered at one time. District staff will phone in orders on an as needed basis over the course of the contract period.

**Quantity:**

It is expected that 34,000 gallons of unleaded fuel and 3800 gallons of diesel fuel will be used during the initial one (1) year contract period. It is not possible to determine exact quantities; estimates are based on past use. Quantities listed may be increased or decreased to meet the requirements of Las Virgenes Municipal Water District during the contract period. No minimum is guaranteed.

**Bid Pricing:**

A set dollar amount mark-up or discount from the rack prices stated in the Oil Price Information Service (OPIS) West Coast for Los Angeles is required on the bid schedule. The stated mark-up/discount shall include any and all product and delivery cost but shall exclude all applicable taxes, surcharges, and fees. For bid evaluation purposes a set quantity is listed on the Bid-Form Schedule and bid pricing using the stated mark-up/discount in conjunction with the most current OPIS report effective March 1, 2018 shall be used to calculate bid total. Applicable taxes, surcharges, and fees are to be listed individually on Bid Form-Schedule and will not be subject to stated mark-up/discount.

**Specifications:**

- 1.) Fuel Types.
  - a. Unbranded Unleaded, Regular Ethanol 5.7% gasoline with a minimum octane rating of 87
  - b. Unbranded California Carb Ultra Low Sulfur "ULS" Diesel #2 Clear Diesel fuel
- 2.) Regulatory Guidelines. Must meet all applicable SCAQMD regulations, EPA regulations, and any other applicable regulatory governing body for each specific fuel.
- 3.) Delivery. Deliveries will be made to fueling station located at the District's Headquarter Facility, 4232 Las Virgenes Road, Calabasas, CA 91302
  - a. Successful Bidder must provide a phone number and contact name to which requests for delivery can be made during regular business hours Monday-Friday.
  - b. Deliveries are to be made upon telephone request by the District staff.
  - c. Deliveries requested before noon on a business day must be delivered on the next business day. If the request is made after noon, delivery must be made no later than the second business day following receipt of order.
  - d. Delivery ticket must show the before and after fuel stick readings. Readings are to be conducted by delivery driver at time of delivery.
  - e. Unit and extended price must be shown on the delivery ticket.
  - f. Attached to the delivery ticket must be a copy of the OPIS report indicating the base unit price, before dealer markup and delivery charges, applied to that delivery. The OPIS report shall be the most recent available prior to delivery.
  - g. Deliveries are to be made in trucks in good condition that are safe for the product being delivered. Drivers are required to observe posted traffic signs and drive in a responsible manner while on District property. Trucks shall conform to all applicable State and Federal regulations. Trucks shall carry all equipment necessary to respond to an accidental chemical release. A written plan for the prevention and containment of fuel spills is required prior to execution of contract.
  - h. Supplier is responsible for pumping unit and hosing/piping to permit safe transfer of fuel to District tanks. Any needed hoses, fittings, and other appurtenances shall be provided by supplier in good working condition and absent of any leaks.
  - i. Unloading at time of delivery shall be done in a safe manner in the presence of a District employee.
- 4.) Emergency Product Delivery. If, in the event that unforeseen circumstances should create a fuel shortage and/or a priority delivery schedule, the successful bidder agrees that the Las

Virgenes Municipal Water District will be guaranteed a first delivery priority of fuel to maintain all service vehicles in unrestricted operational status. The successful bidder will furnish emergency fuel deliveries within 24 hours from receipt of order if necessary.

**Additional Conditions:**

1. Base bid pricing using most current OPIS report effective March 1, 2018.
2. Taxation, Surcharges, and Fees. It is the bidder's responsibility to ensure all applicable taxes, surcharges, and fees are listed separately from unit pricing on bid schedule at current rate.
  - a. Any applicable taxes, surcharges, and fees must be properly indicated at current rate on bid form-schedule in area provided. The District is subject to the following: CA State Sales Tax, CA State Excise Tax, California Oil Spill Surcharge, Lead Poison Prevention Fee, Leaking Underground Storage Tank Tax, CA AB 32 fees, and Federal Environmental Recovery Fee.
  - b. Unit Prices quoted in response to this request for bids shall be exclusive of all of taxes, surcharges, and fees. The fees are to be individually itemized in the area provided on bid form schedule. Additionally delivery tickets shall properly indicate these amounts payable at time of delivery.
  - c. The District is **not subject to federal excise tax** on any fuel.
3. Ordering. Successful bidder shall coordinate access to all District facilities with the District representative placing the order.
4. Emergency Contact. Successful bidder must provide the District with a phone number and contact name available 24 hours per day, seven days a week, in the event of an emergency.
5. Title and Risk. Successful bidder will bear title and risk of fuel until the fuel is safely delivered into the District tanks. The District will not be responsible for fuel not properly dispensed of before it is delivered into the tanks.
6. The District reserves the right to opt out of additional order(s) in the event delivered product quality and/or vendor performance is deemed inadequate or substandard by the District.
7. Contract: Refer to Exhibit A for the District's PO Terms and Conditions. Any exceptions to these terms and conditions must be clearly noted in exceptions section of the Bid Form-Schedule.

Purchase Order Terms and Conditions

1. **Acceptance.** By accepting this Purchase Order, Vendor agrees to comply with these terms and conditions. Vendor shall sell and deliver, and Las Virgenes Municipal Water District (the "District") shall purchase, the goods, material and/or items described above (the "Goods"). The Goods must comply with this Purchase Order and the notice inviting bids and information to bidders, (if any). The Goods shall be new (unless stated otherwise on this Purchase Order), sold and purchased at prices set forth above.
2. **Delivery.** Vendor's carrier shall deliver the Goods FOB at the location set forth above. Vendor to pay all freight costs unless otherwise noted on front of Purchase Order; FOB Destination Freight Prepaid and Allowed. Goods shall be delivered no later than the date set forth above. Time is of the essence. Any delivery of Goods prior to issuance of a Purchase Order shall be at the Vendors sole risk. The District will not be obligated to return or pay for any Goods delivered without a Purchase Order. It will be the Vendors responsibility to pick up any Goods delivered without a Purchase Order.
3. **Compliance with Law.** The design and manufacture of the Goods shall comply with all applicable federal, state and local laws and regulations.
4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.
5. **Risk of Loss.** Vendor shall bear the risk of loss of or damage to Goods until such time as District takes actual possession of Goods by moving them from the point of delivery.
6. **Substitutions.** No substitution will be permitted without the written consent of District. If Vendor proposes any substitution, Vendor guarantees that the substitution is equal in quality, capacity, durability, ease of maintenance, and ease of installation to the Goods originally specified.
7. **Changes.** District, by written order, may delete Goods to be supplied under this Purchase Order, and the Purchase Order price will be equitably reduced and the Purchase Order shall be modified in writing accordingly. District, by written order, may order an increase in Goods to be supplied, and the Purchase Order price will be equitably increased. If unit prices are stated, the reduction or increase shall be calculated at the unit prices stated in the Purchase Order. If no unit prices are stated, Vendor shall promptly, at the request of District, quote prices, and District shall promptly accept or reject the quote.
8. **Blanket or Annual Purchase Orders.** For Blanket or Annual Purchase Orders, the quantity amounts reflect estimated needs of the District for the term of the order and actual quantity purchased may vary higher or lower.
9. **Inspection and Testing.** All Goods will be subject to final inspection and approval after delivery. Payment for the Goods will not constitute final acceptance. Vendor at its cost shall remove and replace any Goods that District designates as nonconforming or defective. District's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of the Purchase Order.
10. **Indemnification.** Vendor shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, lawsuits, administrative proceedings, arbitrations, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of breach of this Purchase Order or negligent or wrongful act of Vendor. This indemnification provision shall not apply to claims, liability, loss or damage caused by the sole negligence or willful misconduct of District.
11. **Warranty.** Vendor warrants that all Goods and related services to be supplied by it under this Purchase Order are fit and sufficient for the purpose intended; that all Goods and related services will conform to the specifications, drawing samples or other descriptions specified by the District; that the Goods are new, merchantable, good quality and free from defects (whether patent or latent) in material and workmanship; that all workmanship and Goods to be provided are of the best grade and quality; and, that it has good and clear title to all Goods to be supplied by it and the same are free and clear from all liens, encumbrances and security interests. For a period of one year after delivery of the Goods, Vendor shall at its own expense replace or repair defective Goods at the request of District.
12. **Payment.** Payment will be made within 30 days after receipt of a properly prepared invoice or receipt of goods, whichever is later. District may withhold 10% of the price until the Goods are installed, tested, and operating. District shall pay all applicable sales and use taxes. The District is not responsible for payment of any Good delivered without a valid Purchase Order in effect.
13. **Force Majeure.** Except for defaults of Seller's subcontractors at any tier, neither District nor Vendor shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the party whose performance is so affected shall so notify the other party's authorized representative in writing and, at District's option, this Purchase Order shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience.
14. **Termination.** District may terminate this Purchase Order at any time with or without cause and such termination shall not constitute default. In the event of partial termination, Vendor is not excused from performance of the non-terminated balance of work under this Purchase Order. The District shall pay the vendor for any portion of the order that is completed prior to termination.
15. **Integration.** This Purchase Order constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior and contemporaneous negotiations, representations and agreements, either oral or written, that may be related to the subject matter of this Purchase Order, except those other documents that are expressly referenced in this Purchase Order.
16. **Severability.** If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Waiver.** The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Purchase Order shall not be deemed a waiver with respect to any subsequent default or matter. No payment by District to Vendor shall be considered or construed to be an approval or acceptance of any defective goods or any other breach or default.
18. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Purchase Order, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, litigation costs and costs of suit.
19. **Disputes.** If a dispute arises in any way arising out of or relating to this Agreement or the breach thereof, or relating to its application or interpretation, the aggrieved party will notify the other party of the dispute in writing within twenty days after such dispute arises and the parties will meet and confer within thirty days after delivery of such notice to attempt to resolve the dispute. If the parties are unable to resolve the dispute to their mutual, the District reserves its right to seek appropriate legal remedies.
20. **Remedies.** Except as otherwise provided herein, the rights and remedies of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies.
21. **Insurance.** Any vendor performing a service on District property or a District job site is required to have insurance. The District's minimum standard insurance requirements are as follows: General Liability with \$1 million per occurrence and \$2 million aggregate, Insured Autos \$1 million, and Worker's Compensation CA State Statutory Requirements. Additional insurance may be required. If so, it will be stated on front of PO or other related contract documents. Insurance certificates and endorsements specifically naming "Las Virgenes Municipal Water District, its officers, employees, and agents" as additional insured are required before any work is performed.
22. **Rentals.** For the purpose of calculating rental periods, one day is 24 hours (from time of delivery), one week is seven calendar days and one month is 30 calendar days, unless specified otherwise on the front of Purchase Order. Items are to be considered off rent at the time a pick-up is called in to vendor.
23. **Assignment.** Vendor shall not assign, sell or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the District.
24. **Modifications.** Any modifications or exceptions to these Terms and Conditions will be stated on the front of the Purchase Order.