



# Sweetwater Authority

## Notice

### Request for Quote No.: S2021-01

For: On-Call Habitat Maintenance

Bid Release Date:

**August 10, 2020**

Mandatory Pre-bid Meeting Date:

**August 17, 2020 (9:00 A.M. - 10:00 A.M.)**

**Location: Robert A. Perdue Water Treatment Plant**

**100 Lakeview Avenue, Spring Valley, CA 91977**

(Temperatures will be taken and facial coverings are required for all attendees)

Question Deadline:

**2:00 P.M. on August 24, 2020**

Bids Due:

**By 2:00 P.M. on August 31, 2020**

In the Purchasing Division at:

Sweetwater Authority

744 F Street

Chula Vista, CA 91910

Buyer: Sylvia McCain

Phone (619) 409-6872

Email: [Purchasing@sweetwater.org](mailto:Purchasing@sweetwater.org)

## SWEETWATER AUTHORITY

Sweetwater Authority (Authority) is a publicly owned water agency that provides water service to approximately 197,000 people in National City, Bonita and the western and central portions of Chula Vista, California. All provisions of law applicable to public contracts will be made part of the final contract to the same extent as though set forth herein, and will be complied with by the successful bidder

## THE DESIRED SERVICE

This Request for Quote (RFQ) is issued to cover the cost to the Authority for Habitat Maintenance Services at various locations. From this RFQ, the Authority will award and contract to one service provider (Contractor). Sweetwater Authority encourages participation by local, small and/or disadvantaged businesses/contractors/vendors.

## JOB SITES

Request for Habitat Maintenance Services will be made primarily for Sweetwater Reservoir (Spring Valley, CA) and Loveland Reservoir (Alpine, CA) job sites. These job sites are mostly rural lands in heavily vegetated terrain. Upon entering Authority property, job site access is only by dirt/unimproved roads. Additional services may be requested less frequently at other Authority service area facilities or easements in Bonita, National City and the western and central portions of Chula Vista, CA.

## SCOPE OF WORK

The scope of work is typical for habitat maintenance or wildlife preserve management sites. Requested service providers must demonstrate proficiency and experience with the following.

- Invasive plant removal and control. Methodologies include mechanical (hand or tool) and/or chemical (herbicide).
- Native habitat revegetation (planting, irrigation, and maintenance)
- Brush removal (weed trimming, mowing, or cutting with hand or mechanical tools)
- Vegetation chipping and composting (all material would be disposed of on Authority premises in designated compost areas)
- Erosion repair
- Debris pick up and disposal removal (including illegal dumping or horse/pet manure pick up)
- Protective barrier fence and signage installation and maintenance
- Similar tasks identified by the Authority

The Service Provider shall provide all labor, supervision, materials, tools, equipment, and incidentals. Typical tools include shovels, rakes, hoes, McLeod, digging bars, sheers, pruners, loppers, and powered weed trimmers, wheeled brush cutters, and chainsaws.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including personal protective equipment, in connection with the performance of the services provided.

The Authority's Project Manager or designated Habitat Maintenance staff will arrive on the job site at the start of a task and inspect as necessary for the desired outcome. Authority Habitat

Maintenance staff may also assist in the task as part of the team, including operation of Authority equipment. The Contractor will not be permitted to operate Authority trucks, tractors, skid steers, etc. The Contractor may assist in use of the Authority vegetation chipper, irrigation trailer, but shall not operate the controls.

The Contractor shall give notices and comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property and to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Similarly, the Contractor will comply with laws and regulations protecting the environment, including water bodies (lakes, rivers, and streams) and species (plants and animals). Failure to comply or cause damage, injury, or loss to persons, property, or the environment could be grounds for contract termination and result in violation and consequences of these laws and regulations.

Herbicide use shall be accomplished with strict adherence to California Department of Pesticide Regulation (CDPR), California Division of Industrial Safety, or other governing regulations, and all manufacturers' warnings and application instructions listed on the Safety Data Sheet and on the product container label. CDPR licenses must be held current by the job foreman and habitat maintenance workers, as applicable, that are present on the job-site and require CDPR licensing. Specific herbicide use, including surfactants, dyes, or mixing agents, would be provided by the Authority at the day of use. Nothing other than Authority provided herbicide would be used. Work would avoid any herbicide surplus; however, any surplus would remain on Authority property at the end of the work day.

The Contractor must maintain at least one (1) Bilingual (English & Spanish) speaking foreman, on-site, at all times.

Invoicing shall occur at monthly intervals (e.g. October 1 – October 31) and submitted after the end of each month. Sufficient detail must be provided describing the work performed, including hours, labor positions and job performed per crew day.

Bids shall be structured as a flat cost for various crew sizes as follows:

<b>Crew/Item</b>	<b>Daily Rate</b>
1 Foreman, 1 Habitat Maintenance Worker	\$
1 Foreman, 2 Habitat Maintenance Worker	\$
1 Foreman, 3 Habitat Maintenance Worker	\$
1 Foreman, 4 Habitat Maintenance Worker	\$
1 Foreman, 5 Habitat Maintenance Worker	\$
1 Foreman, 6 Habitat Maintenance Worker	\$
1 Foreman, 7 Habitat Maintenance Worker	\$
Annual Percent Increase	
Trailer or mobile portable toilet and hand wash facility (available daily as requested)	\$
Mileage (1 vehicle per work day maximum)	Mileage rate: \$ /mile

Bidders are to describe any available heavy equipment in their bids. Tasks that require heavy equipment (mowers, chippers, loaders) would be requested by the Authority from the Contractor in advance, and the daily usage rate would be negotiated with the Contractor. In the event heavy equipment needs to be rented, please include a surcharge percentage, if any, in the bid proposal.

## WORKING HOURS AND SITE ACCESS

Typical working hours will be a standard eight (8) hour shift between 7:00 A.M. and 4:00 P.M. Monday through Friday, accounting for two 15-minute breaks and a ½ hour lunch each work day. Working hours would start upon arrival to Authority facilities. Contract workers should bring lunch and personal items needed for the day as there is no opportunity to leave the site during breaks or lunch due to the remote nature of job sites. The Authority's Project Manager will schedule the exact working hours for each job location. Weekend work is not anticipated and if requested would be dependent on the availability of the Contractor. The Authority Project Manager will also directly coordinate ingress and egress at each job site on a daily basis. In certain situations, locks may be placed on gates for the contractor to access job sites.

## NOTIFICATIONS AND RESPONSE TIMES

Service Provider shall provide as needed Habitat Maintenance Services that meet the following response times:

SWA will notify the Contractor of individual service requests (Task Orders). The Contractor shall provide a confirmation of availability within two (2) business days (Monday – Friday). The Contractor must be available and initiate work no greater than three (3) business days after confirming availability. For each Task Order notification, the Authority's Project Manager shall provide: (1) a brief description of requested services; (2) size of work crew (e.g. 1 foreman and 3 skilled laborers); (3) estimated days of work; (4) need for specialized equipment (e.g. mowers, weed trimmers, or herbicide sprayers); and (5) meeting location, including map. In the event the Contractor is not available, the Authority has the right to reach out to other service providers to complete the task. Task Order notification, confirmation, and approval shall be by electronic communications from Pete Famolaro at [pfamolaro@sweetwater.org](mailto:pfamolaro@sweetwater.org)

Weather (severe rain, heat, or wind), hazard conditions (due to fire, flood, property security, or water quality concern), or performance issues may suspend or cancel work for the day or days at the discretion of the Authority. In such cases, the Authority Project Manager will contact the Contractors Project Manager and/or on-site Task Order Foreman immediately and notify of suspended or cancelled work. In such cases where work for the day has started, the Authority will only be billed for the hours worked on the Authority assignment plus vehicle mileage for that day.

## PREVAILING WAGES

Pursuant to Public Contract Code section 22300, the successful Bidder may substitute certain securities for funds withheld by the Authority to ensure its performance under the Contract. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful Bidder, copies of which are on file and will be made available to any interested party upon request at the Engineering Department of the Authority or online at <http://www.dir.ca.gov>. A copy of these rates shall be posted by the Habitat Maintenance On-Call Services

successful Bidder at the job site. The successful Bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed as indicated in the RFQ for the work bid upon, and must maintain the license(s) throughout the duration of the Contract.

Pursuant to Public Contract Code section 3400(b), if the Authority has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Award of Contract: The Authority shall award the Contract for the Project to the lowest responsive and responsible Bidder as determined by the Authority from the Total Bid Price in accordance with section 00200. The Authority reserves the right to reject any or all Bids or to waive any minor irregularities or informalities in any Bids or in the bidding process.

Questions regarding Prevailing Wage should be directed to:

Division of Labor Statistics and Research  
P.O. Box 420603  
San Francisco, CA 94142-0603  
Phone: (415) 703-4774

## INSTRUCTIONS TO BIDDER'S

### **Mandatory Pre-bid Meeting**

The Authority is requiring attendance of the Pre-bid meeting, of prospective contractors, to describe the RFQ and answer verbal questions. **This meeting is mandatory.** Bids will ONLY be accepted from those companies that attend.

### **Mandatory Pre-bid Meeting:**

**August 17, 2020, 9:00 A.M. - 10:00 A.M.**

Location: Robert A. Perdue Water Treatment Plant  
100 Lakeview Avenue, Spring Valley, CA 91977

Due to COVID-19, temperatures will be taken and facial coverings are required for all attendees.

### **Questions**

All questions concerning bid specification or Scope of Work must be submitted in writing either by mail, facsimile, or e-mail, and received by **2:00 P.M. on August 24, 2020.**

Sylvia McCain  
744 F Street  
Chula Vista, CA 91910  
Fax: (619)427-9574  
Email: [Purchasing@sweetwater.org](mailto:Purchasing@sweetwater.org)

### **Bid Opening**

At the date and time set for the opening of bids, each and every bid received prior to the scheduled closing time for receipt of bids will also be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bids must be received by **2:00 P.M. on August 31, 2020.** Late bids will not be considered, and will be returned to the Bidder unopened.

Responses may be mailed or submitted electronic via Filedrop.

Mailing Address: Sweetwater Authority  
744 F Street, Chula Vista, CA 91910  
Attention: **Purchasing/Bid S2021-01**

Instructions for those opting for electronic submission, via the Authority's secure file transfer system:

- File Format: The response must be in pdf format, and include scanned copies of all pages with required signatures present.
- File Transfer system web page address:  
<https://sendit.sweetwater.org/filedrop/On-CallHabitatMaintenance>
- Response should be uploaded in advance of the response deadline. Time stamp on the file received by the system will be used to determine whether the response was submitted on time.
- The secure file transfer system will REQUIRE you to set up an account by providing a valid email address. This email address must be validated by the system before it will allow you to upload your response document. Please plan accordingly.
- The email address used to register for the system to submit the response will receive a confirmation email when the file is first accessed by Authority staff.

### **Evidence of Responsibility**

Upon request by Sweetwater Authority, a Bidder shall submit promptly to the Authority's satisfaction, evidence showing the Bidder's financial resources, experience, qualifications, available organizational resources, and any other information or qualifications that may be required to determine the Bidder's responsibility, ability, and capability to perform under any resulting contract.

### **Quotations /Responses**

All responses must be typewritten or in ink. No pencil figures or erasures are permitted. Mistakes must be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the quotation.

### **Withdrawal of Proposal**

A Bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid, provided that the Bidder's request for withdrawal is received at the Purchasing Department in writing before the time specified for opening bids. Revised bids must be submitted as specified herein. The request for withdrawal shall be executed by the Bidder or by his duly authorized representative.

### **Proposal Forms**

Proposal must be submitted on preprinted forms supplied by Sweetwater Authority. One original and one copy must be submitted on or before the Submittal Deadline. Please submit one (1) original proposal marked "MASTER" and one proposal marked "COPY". If discrepancies are found between the master and the copy, the original marked Master will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", Sweetwater Authority reserves the right to use the original as the Master. If no document can be identified as an original bearing the original signatures, the proposal may be rejected at the discretion of Sweetwater Authority

Proposals submitted in response to this RFQ shall include:

➤ **Bidder Response Section:**

Complete and return the Bidder Response Section. The Bidder Response Section must be signed by the officer or officers legally authorized to bind the company, partnership, or corporation. All responses must be typewritten or in ink. No pencil figures or erasures are permitted. Mistakes must be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the quotation.

➤ **Evidence of Insurance:**

Include proof of insurance for all insurance coverage required by the Agreement. Original certificates naming the Authority as additionally insured will be required upon award of contract.

➤ **Statement of Bidder's Qualifications and References:**

Bidder shall provide information demonstrating that the Bidder's company has the qualifications and experience capability to perform the requirements of this proposal. Include references for at least three customers that were similar to this project and include detailed descriptions of the scope of those projects.

Please note: The original RFQ or a copy of the RFQ **does not** need to be returned with the proposal, unless exceptions or comments are noted within the document.

**Bid Validity**

Proposals/bids are valid for ninety (90) days from bid opening.

**Right to Waive or Reject**

The Authority reserves the right to reject any or all proposals/bids or to waive any minor irregularities in any proposal/bid or in the bidding process. The Authority reserves the right to cancel, in whole or in part, this RFQ. This RFQ does not commit the Authority to award a contract, to defray any costs incurred in the preparation of a Quotation, or to procure or contract for work. This inquiry implies no obligation to buy. The right is reserved to accept all or part, or decline the whole. Do not quote on goods or services that you cannot supply or provide. When substitutes are allowed and offered, attach complete specifications. The Authority's standard purchase order terms and conditions, copy attached hereto, will apply to any order(s) resulting from this quotation.

**Bid Results**

Bid results **will not** be given out over the phone or by email. To obtain bid results, please provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing section. They will be kept on file until the bid opens and the extensions are verified. Bid results will be posted on the Authority website at [www.sweetwater.org](http://www.sweetwater.org), under About Us, Bid Opportunities & Results.

**Award**

This RFQ will be awarded in its entirety. In addition to the pricing structure, other factors including proposal responsiveness, qualifications, experience of proposer, and prior performance may be considered. The Authority reserves the right to award contract(s) for all services, selected individual services, or reject all.

**Contract Documents**

The contract documents will consist of this RFQ; the successful Bidder's completed and signed Bidder's Response Section; Certificate of Insurance and an Annual Purchase Order from the Authority.

**Period of Performance**

If an award is made, the resulting contract shall be for a one (1) year period. No price increase shall be accepted during the initial contract period. The Authority reserves the right to extend the contract for four (4) additional, twelve (12) month contract periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. Renewal price and performance will be major factors when evaluating the renewal options. Sweetwater Authority or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The Authority's initial letter offering the Contractor an opportunity to renew the contract does not constitute an award of the option period. If a price increase is requested by the Contractor, detailed supporting documentation to justify the requested increase must be provided. The requested increase will be evaluated by the Authority, and reserves the right to accept or reject.

The Authority may desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the Authority and the





BIDDERS RESPONSE SECTION

**RFQ S2021-01**

On-Call Habitat Maintenance Services

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

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

Contractor's License Number: \_\_\_\_\_

Department of Pesticide Regulation Pesticide Applicators Certification(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

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

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

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

E-Mail: \_\_\_\_\_

Sales Representative:

Contact Name: \_\_\_\_\_

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

E: Mail: \_\_\_\_\_

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

Forman Information:

Contact Name: \_\_\_\_\_

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

E: Mail: \_\_\_\_\_

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

Billing Information:

Contact Name: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

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

**BIDDERS RESPONSE SECTION**  
**RFQ S2021-01**  
**On-Call Habitat Maintenance Services**

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Crew/Item	Daily Rate
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1 Foreman, 4 Habitat Maintenance Worker	\$
1 Foreman, 5 Habitat Maintenance Worker	\$
1 Foreman, 6 Habitat Maintenance Worker	\$
1 Foreman, 7 Habitat Maintenance Worker	\$
Annual Percent Increase	
Trailered or mobile portable toilet and hand wash facility (available daily as requested)	\$
Mileage (1 vehicle per work day maximum)	Mileage rate: \$ /mile

## STATEMENT OF BIDDER'S QUALIFICATIONS

The following statements, as to the experience and qualifications of the Bidder, are to be submitted with the bid, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the Bidder.

1. Company Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

2. The Bidder has been engaged in the business, under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Scope of Work extends over a period of \_\_\_\_\_ years.

3. Provide a history of your company including type of business, when organized, and the number of years you have been engaged in the business under the present firm name? \_\_\_\_\_

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1. Provide the details regarding the size of your company.

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2. List your major equipment. \_\_\_\_\_

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3. Have you ever been licensed under a different license number? Yes \_\_\_\_ No \_\_\_\_

If "Yes," give name and license number. \_\_\_\_\_

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4. The Bidder has successfully completed the following contracts in the last three years, which are similar to the magnitude and difficulty of this project.

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

Contact Name: \_\_\_\_\_

Contact e-mail: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Service Provided: \_\_\_\_\_

\_\_\_\_\_

Project Amount: \_\_\_\_\_ Project Start Date: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

Contact e-mail: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Service Provided: \_\_\_\_\_

\_\_\_\_\_

Project Amount: \_\_\_\_\_ Project Start Date: \_\_\_\_\_

5. Have you ever failed to complete any work awarded to you, or defaulted on a contract? \_\_\_\_\_

If so, please explain where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Additional information: Any other relevant information that supports the proposal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Terms and Conditions and Insurance Requirements

1. **Purchase Order:** These terms and conditions govern the implementation of the purchase order to which they are attached ("Purchase Order"). In the case of any conflict between the Purchase Order, these terms and conditions, and any attachments incorporated herein by reference, these terms and conditions shall govern. The Purchase Order, these terms and conditions and any attachments incorporated herein are sometimes referred to herein as the "Contract".
2. **Definitions:** As used herein, "Goods" shall mean and refer to all articles, items, parts, materials, goods, supplies, or products, and any associated labor or services, furnished by Supplier. As used herein, "Services" shall mean all work or services furnished by Supplier.
3. **Acceptance/Inspection:** Goods or Services shall be exactly as specified in the Purchase Order, free from all defects in design, workmanship and materials and are subject to inspection and testing by Authority or its authorized representative. Delivery does not constitute acceptance. Authority may reject nonconforming Goods or Services, or exercise any other right specified herein related to nonconforming Goods or Services.
4. **Prices:** Unless expressly provided otherwise, all prices and fees specified in the Purchase Order are firm and shall not be subject to change without the written approval of Authority. No extra charges of any kind will be allowed unless specifically agreed to in writing by Authority's authorized representative. Unless otherwise specified herein, the total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods or Services furnished to Authority hereunder; and (ii) all charges for packing, freight and transportation to destination.
5. **Payment:** The time period allowed for payment as indicated on the Purchase Order shall commence upon receipt of Supplier's invoice or upon receipt of the Goods or performance of the Services, whichever is later, and approval by Authority of the invoice. All shipping documents and invoices must reference Authority Purchase Order number in order to be processed. Orders delivered directly to job sites may require proof of delivery prior to payment. Acceptable proof is a signed packing slip acknowledging delivery. Payments otherwise due may be withheld by Authority on account of defective Goods or Services not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Contract, or to protect Authority against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, Authority may remove them at Supplier's expense.
6. **Schedule; Liquidated Damages:** The time of Supplier's performance is of the essence for this Contract. The Goods or Services shall be delivered in accordance with any schedule set forth in the Purchase Order. Supplier must immediately notify Authority in writing any time delivery is behind schedule or may not be completed on schedule. If delivery does not occur on schedule it is understood that Authority will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Supplier shall pay to Authority, as liquidated damages not as a penalty, the sum of one hundred (\$100.00) dollars per day for each and every calendar day delay in finishing the Contract and/or failing to deliver the Goods or completing the Services.
7. **Packaging:** Packaging must be of sufficient quality and strength to adequately protect the Goods against jolting, rough handling, accidents, and all other dangers inherent in the movement, handling, transportation, and storage of the Goods.
8. **All Shipments are F.O.B. Delivered:** Supplier assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods under the Contract.
9. **Title:** Supplier warrants that all Goods and Services are free and clear of all liens and encumbrances whatsoever, and that Supplier has a good and marketable title to same, and Supplier agrees to hold Authority free and harmless against any and all claimants to the Goods. Title to the Goods purchased hereunder shall pass to the Authority at the F.O.B. point designated on the Purchase Order, subject to the right of Authority to reject upon inspection.
10. **Material Safety Data Sheets (MSDS):** Supplier shall provide a MSDS for any and all Goods that contain hazardous substances as defined by Cal OSHA. Supplier shall indemnify and hold harmless Authority from and against all losses costs, fees, liabilities and damages that Authority may suffer as a result of Supplier's failure to comply with the above requirement.
11. **AWWA Standards and Approved Materials List:** As applicable, Goods must meet or exceed AWWA specifications and be listed in Sweetwater Authority's Approved Materials List - revised November 2008 ("Approved List") which is incorporated herein and made a part hereof by this reference. The Approved List can be obtained by calling the Authority Engineering at 619-420-1413 or Purchasing at 619-409-6872.
12. **Markings on Fittings:** All ductile-iron fittings shall have distinctly cast on the outside of the body the identity of the standard; the pressure rating; nominal diameter of the openings; manufacturer's identification; the country where cast; the letters DI or word "Ductile"; and the number of degrees or fraction of the circle on all bends.
13. **Assembly Bill 1953:** All bronze components in contact with potable water shall be low lead in accordance with Assembly Bill 1953 (AB1953), excluding service saddles, backflow preventers for non-potable service, such as irrigation and industrial, and water distribution main gate valves that are greater than two inches.
14. **Artwork, Designs, Etc.:** If the Goods or Services are to be produced by Supplier in accordance with designs, drawings or blueprints furnished by Authority, Supplier shall return same to Authority upon completion or cancellation of this Contract. Any materials, equipment, tools, artwork, designs or other properties furnished by Authority or specifically paid for by Authority shall be Authority's property.
15. **Warranty and Quality Inspection:** Supplier warrants that all Goods furnished shall be new, unused, and free from defects and of a good quality for a period of one year, or such longer period as provided by a manufacturer's warranty. Goods shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to Authority's inspection; but neither Authority's inspection nor failure to inspect shall relieve Supplier of any obligation hereunder. Supplier further warrants that any Services provided hereunder will be performed in a professional and workmanlike manner and in accordance with the highest industry standards. If, in Authority's opinion, any Goods or Services fail to conform to specifications or are otherwise defective, Supplier shall, immediately after receiving notice from Authority, at the option of Authority, and at Supplier's own expense and without cost to Authority: (i) repair the defective Goods or

Services; (ii) replace the defective Goods or Services with conforming Goods or Services, F.O.B. Authority's plant, office or other location of Authority where the Goods or Services were originally performed or delivered; or (iii) repay to Authority the purchase price of the defective Goods or Services. If Authority selects repair or replacement, any defects will be remedied without cost to Authority, including but not limited to, the costs of removal, repair and replacement of the defective Goods or Services, and reinstallation of new Goods or Services. All such defective Goods or Services that are so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods or Services which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to Authority. No acceptance or payment by Authority shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.

**16. Site Maintenance.** The site of any installation work related to Goods or where Services are performed shall be kept clean and free of hazards at all times during use thereof by Supplier. After any installation of Goods or completion of Services, as applicable, Supplier shall clean the surrounding area to its prior condition.

**17. Changes:** Authority may make changes, at any time, to the Goods or Services, including but not limited to, Authority's requirements and specifications, by giving written notification to Supplier. If such changes affect the cost of or the time to deliver or perform under this Contract, an equitable adjustment in price, delivery, or both will be made. No changes by Supplier shall be recognized unless agreed to in writing by an authorized agent of Authority. Any claims of Supplier for an adjustment in price, delivery, or both must be made in writing within fifteen (15) calendar days from the date of notification by Authority, or shall be waived. Under no circumstance should Supplier stop performance of this Contract as changed. Any change in the price necessitated by such change will be agreed upon between Authority and Supplier and such change will be authorized by a change order document signed by Authority and accepted by Supplier.

**18. Termination:**

**A. Convenience:** With written notice stating the extent and effective date, Authority may terminate this Contract, in whole or in part, for convenience at any time without any further cost to Authority except for Goods or Services provided prior to the effective date of termination.

**B. Default:** If Supplier is in default of or willfully violates any of the conditions or covenants of this Contract, including refusal or failure to prosecute its obligations or any separable part thereof with diligence and in accordance with the schedule specified by the Purchase Order, or if Supplier should be adjudged a bankrupt, or if Supplier should make a general assignment for the benefit of Supplier's creditors, or if a receiver should be appointed on account of Supplier's insolvency, or Supplier or any of Supplier's subcontractors should violate any of the provisions of this Contract, Authority may serve written notice upon Supplier of Authority's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that Supplier's right to perform this Contract shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to Authority have been made for correction of said violations. In such an event, Authority may:

7. Require immediate delivery of conforming Goods or require Supplier to repair nonconforming Goods or re-perform nonconforming Services at Supplier's own expense to bring nonconforming Goods or Services into conformance;
8. Rework the nonconforming Goods or Services with Authority's staff or authorized representatives, including other contractors, to bring the Goods or Services into conformance and reduce the price paid to Supplier by Authority's cost;
9. Seek reimbursement or deduct from any payments due for any additional cost incurred including staff time to locate conforming Goods or Services, or otherwise related to Supplier's default.

In addition to the above remedies, Authority may seek any other legal remedies available to it.

**19. Patent Indemnity:** Supplier agrees to indemnify Authority, its officers, board members, employees, and authorized volunteers against liability of any kind including the costs and expenses incurred for the use of any invention or discovery and for the infringement of any patent occurring in the performance of this Contract or arising by reason of the use or disposal by or for the account of Authority of Goods manufactured or supplied under this Contract, except items manufactured to detailed specifications supplied by Authority.

**20. Assignment/Subcontracting/Independent Contractor Status:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by the Supplier without the express written consent of Authority, which may be withheld for any reason. Any attempt by Supplier to assign or sub-contract any performance of this Contract without the express written consent of Authority shall be invalid and shall constitute a breach of this Contract. Supplier is retained as an independent contractor and is not an employee of Authority. No employee or agent of Supplier shall be considered an employee of Authority. Authority shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, or any other person resulting from performance of this Contract.

**21. Safety:** All Goods and Services shall comply with all Federal, State and local safety rules and regulations including OSHA.

**22. Prevailing Wages:** Pursuant to prevailing wage, Supplier shall pay Supplier's employees and subcontractors the prevailing wage for any and all "public works" and "maintenance projects" as defined in Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., performed in connection with this Contract. Supplier shall indemnify, defend, hold harmless Authority, its officers, agents, employees and volunteers from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith arising out of or in any way connected with Supplier's failure to pay prevailing wage. Prevailing wage shall be as determined by the Director of the Department of Industrial relations in accordance with the standards set forth in Section 1770 et seq. of the Labor Code. Pursuant to labor code Section 1771, prevailing wages do not apply to jobs under \$1,000.

**23. Compliance with Law:** Supplier warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract and procure all permits and licenses, pay all charges and fees.

**24. Indemnification:** Supplier shall defend, indemnify and hold the Authority, its elected officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the Goods or Services or the performance of this Contract, including without limitation the payment of all attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the Authority. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its elected officials, officers, employees or agents.

25. **Taxes:** Unless otherwise provided herein or required by law, Supplier, except out-of-state\*, assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the or work furnished hereunder on the wages, salaries or other remuneration's paid to persons employed in connection with the performance of this Contract; and Supplier shall indemnify and hold harmless Authority from any liability and expense by reason of Supplier's failure to pay such taxes or contributions.
26. **Insurance:** Supplier shall take out and maintain, during the performance of all work under this Contract, Commercial General, Automobile and Worker's Compensation Liability Insurance at policy limits and with insurance companies acceptable to Authority, as further detailed below. Evidence of insurance shall be provided to Authority before work commences.
27. **Waiver:** Any action or inaction by Authority shall not constitute a waiver of any rights or remedy available herein or by law. The failure of Authority to enforce at any time any of the provisions of this Contract or to exercise any option provided herein, or to require at the any time performance of any of the provisions hereof, shall in no way be construed to be a present or future waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right thereafter to enforce each and every provision.
28. **Force Majeure:** Neither Authority or Supplier shall be liable for failure to perform its obligations under this Contract where such failure is a result from any act of God or other cause beyond its reasonable control.
29. **Successors and Assigns:** This Contract shall be binding on the successors and assigns of the parties.
30. **Governing Law:** This Contract and all orders shall be deemed to be made in the County of San Diego, State of California and shall in all respects be construed and governed by the laws of California. Venue shall be in the County of San Diego.
31. **Entire Agreement:** All orders may be accepted only on the terms and conditions set forth in this Contract. Terms in Supplier's acceptance in addition to or not identical with such terms will not become a part of this Contract. This Contract represents the entire agreement between the parties hereto related to the Goods or Services.
32. **Amendment:** No modification or amendment of this Agreement shall be binding unless executed in writing and signed by the parties hereto.
33. **Severability:** The unenforceability, invalidity or illegality of any provision of these terms and conditions shall not render the other provisions unenforceable, invalid or illegal.

\*Out-of-state Suppliers without a California Sales and Use Tax Permit should not include sales tax on their invoice. Authority will pay the use tax directly to the California State Board of Equalization.

**Commercial General Liability and Automobile Liability Insurance** - Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Sweetwater Authority) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. "*The Sweetwater Authority, its directors, officers, employees, and authorized volunteers*" are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, **Contractor's insurance shall be primary insurance** as respects Authority, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by Authority, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Authority, its directors, officers, employees, or authorized volunteers.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to Authority.

Such liability insurance shall indemnify Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.



The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Authority.

**Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by Authority. At the option of Authority, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Acceptability of Insurers**

Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by the Sweetwater Authority.

**Workers' Compensation and Employer's Liability Insurance**

Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

**Pollution Liability Insurance.** If Supplier is transporting hazardous materials, Supplier shall provide pollution liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Product Liability and/or Errors and Omissions Insurance.** If Supplier is also the manufacturer of the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers the Goods with limits of not less than \$1,000,000.

**Freight.** Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.



# Sweetwater Authority Vendor Profile Form

Email completed form to [Purchasing@sweetwater.org](mailto:Purchasing@sweetwater.org)

New:

Name Change:

## Vendor

Business/Vendor Name:

Phone Number:

Address:

Suite Number:

City:

State:

Zip Code:

Web Site Address:

## Type of Business:

## Remittance Address

Street Address

City, State

Zip Code:

## Representative Contact

Name:

Job Title:

Phone Number:

E-mail Address:

## Accounting Contact

Name:

Job Title:

Phone Number:

E-mail Address:

## Vendor Products and Services

Products to be Purchased	Services to be rendered

## Required:

### Material Safety Data Sheet (MSDS)

Prior to the purchase of certain materials, the Project Manager will obtain the Material Safety Data Sheet (MSDS) from the vendor and review this with the Safety Department for approval. Refer to the Sweetwater Authority Safety Manual for further details.

### Certificate of Insurance

Prior to performing services for Sweetwater Authority, the Authority must have current Certificates of Insurance on file for all companies, contractors, and consultants. Check box above if Insurance Certificate is required.

Email completed form to [Purchasing@sweetwater.org](mailto:Purchasing@sweetwater.org)