



Sweetwater Authority

Notice

Request for Quote No. S2021-04

For: Security Patrol Services 2020

Bid Release Date:

August 18, 2020

Question Deadline:

11:00 A.M. on September 1, 2020

Bids Due:

By 2:30 P.M. on September 15, 2020

In the Purchasing Division

Sweetwater Authority

744 F Street

Chula Vista, CA 91910

Buyer: Sylvia McCain

Phone (619) 409-6872

Email: Purchasing@sweetwater.org

INTRODUCTION

Sweetwater Authority is a publicly owned water agency that provides water service to approximately 186,907 customers 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

SCOPE OF WORK

Sweetwater Authority is seeking qualified firms to provide all labor, supervision, methods or processes, implements, tools, machinery, equipment, transportation, and materials to provide security service for nightly security patrols and emergency security patrols. At a minimum, the Service Provider will provide the following:

Nightly Patrols:

The Service Provider shall provide four (4) random patrols each night (Monday through Sunday, between the hours of 1900 and 0400) at the Robert Perdue Treatment Plant located at 100 Lakeview Ave, Spring Valley CA 91977. The patrol service must not be conducted in concession with the prior patrol visit. Upon arrival the Security Guard shall use the call box at the front gate to announce their presence to the Authority's Duty Operator. The patrol shall include the main roads, perimeter fences, buildings, or other areas of interest requested by the Authority. (Attachment A). Patrol routes must vary their route each visit while patrolling the property to minimize patrol prediction. Visits must include a foot patrol of the property. Foot patrols must last for at least one hour. Flashlights will be used during the patrols to demonstrate an active security presence. The successful Bidder shall place electronic devices at 4 strategic locations. The devices will be positioned to track and identify the presence of the patrol service. Throughout the contract the location of the electronic devices may be changed as requested by the Authority. Electronic reports must be sent to the dedicated Authority staff for auditing purposes. Reports are to be emailed to drobot@sweetwater.org. The Duty Operator may request (by phone) that the security service escort them to locations on the property as needed for safety reasons.

Emergency Patrols:

The Service Provider shall provide additional patrols on an as needed basis per notification from the Authority's monitoring company for the addresses listed below. The Security Guard is expected to be onsite to inspect the specific property within forty-five (45) minutes of notification from the Authority's monitoring company.

- 744 F. Street Chula Vista, CA, 91910 (Operations Yard)
- 3066 N. 2nd Ave Chula Vista, CA 91910 (Desalination Plant)
- 100 Lakeview Ave Spring Valley, CA 91977 (Modula Trailer) (PAC Building)
- 505 Garrett Ave, Chula Vista CA 91910 (Administration Building)
- 203 R Ave, National City CA 91950 (National City Wells)
- 53 E.Oxford Street Chula Vista, CA 91911 (Judson Tank)
- 3410 Randy Lane Bonita, CA 91902. (Bonita Valley Reservoir)
- 1441 Manchester Ave National City CA 91950 (OD Arnold)

Applicant Screening:

The Service Provider shall be required to conduct the following for all Security Guards that will be assigned to work at the Authority Facilities:

- Drug screen
- Background check including criminal records search
- Employees must be bonded for dishonest acts.

A report stating that these checks have been performed and bonds are in effect must be faxed or e-mail to the Authority's Security Office before a new Security Guard will be allowed onsite.

Employee Assignment:

The Service Provider must demonstrate the ability to provide trustworthy, reliable Security Guards and shall make a good faith effort to retain the same Security Guard on the same schedule in the same area for as long as possible. If a change of Guard is to occur, the Authority's Security Office shall be notified prior to the change when possible or as quickly as possible thereafter.

Project Manager and Reporting:

The Service Provider shall provide a Project Manager who shall be responsible for the performance of the contract and remain the Service Provider's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with the Authority's Security Office to provide a prompt and timely response to any concerns or problems which may arise.

The Service Provider shall provide the following reports:

Daily – a daily report to the Authority's Security Office, via email, with verification of the nightly patrol by the electronic devices and any security findings. It is important that security findings are reported promptly so the Authority can take appropriate action. Immediate concerns should be conveyed directly to the Duty Operator.

Monthly - a monthly summary report to the Authority's Security Office, via email, to describe any findings or describe additional call outs that were initiated by the monitoring company.

Employee Removal Request:

The Authority will be the sole judge of the efficiency and acceptability of each Security Guard performance while on site. The Authority reserves the right to require the Service Provider to remove any Security Guard from further duty, without cause and without the right to recover damages by such Security Guard or by the Service Provider from the Authority. The Service Provider shall promptly remove and replace an individual Security Guard when requested to do so by the Authority.

Uniform and Appearance Standards:

The Service Provider shall ensure that each Security Guard shall be neat and clean in appearance. The Service Provider shall provide the employee with a company badge which includes the employee's name. In addition, the employee shall wear a uniform that clearly identifies them as a Security Guard of the Service Provider.

Access:

The Authority will issue an access card, access codes and keys to Security Guards as required. The access card must be worn at all times while on the Authority premises. The access card, code and keys are provided to the security patrol service for the inspections of security related issues only. Usage of

the access card, code or keys for any other purpose or by anyone other than the Security Guard to whom they are assigned will be cause for contract cancellation. The access card must be returned whenever a Security Guard is reassigned or terminated. If any Authority access card or key is lost, the Service Provider must report the loss to the Authority's Security Office within 24 hours. The Service Provider will be required to reimburse the Authority for the cost of replacing the card or to rekey or change the lock at a cost not to exceed \$50.00 per event.

INSTRUCTIONS TO PROPOSER

Bid Addendums

Do not rely on any oral or telephonic changes or modifications. All changes and modifications will be confirmed in writing by an authorized Sweetwater Authority representative. All bid addendums shall be expressly acknowledged and included with your bid response. Bid Addendums will be posted on the Authority's website www.sweetwater.org (About Us, Bid Opportunities)

Questions

All questions concerning the bid specification or scope of work must be submitted in writing either by mail, facsimile, or e-mail, and received by **11:00 A.M. on September 1, 2020**, at the address below:

**Attn: Purchasing Department
Sweetwater Authority
744 F Street
Chula Vista, CA, 91910**

Fax# (619) 409-6872 or email Purchasing@sweetwater.org

All questions will be answered in writing. Both questions and answers may be distributed, without identification of the inquirer(s), to all Bidders who are on record as having received this RFQ via an addendum. Questions and requests received after the date and time will be received at the discretion of the Authority and may not be considered.

Evidence of Responsibility

Upon request by the 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.

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 be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bids must be received by **2:30 P.M. on September 15, 2020**. Late bids will not be considered and will be returned to the bidder unopened.

Responses may be mailed or submitted electronically via Filedrop.

Sweetwater Authority
744 F Street
Chula Vista, CA 91910
Attn: **Purchasing/Bid # S2021-04**

Electronic Submissions

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/SecurityPatrolServices2020>
- 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.

Proposal Forms

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.

➤ **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 two customers that were similar to this project.

➤ **New Supplier Information:**

New suppliers shall complete and return a W-9 and Sweetwater Authority Vendor Profile form.

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 Validity

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

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.

Taxes

Prices offered shall be inclusive of all applicable taxes, fees, and delivery charges. Fuel surcharges shall not be charged during the term of the contract.

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.

Contract Term and Pricing

1. The initial contract period shall be for one (1) year from the date of the award. No price increase shall be accepted during the initial contract period. The Authority reserves the right to extend the contract for four (4) additional, 12-month contract periods. Such extensions will be at the Authority's option and must be under the same terms and conditions. Any extensions shall be subject to agreement between the Authority and the Service Provider.
2. All rates or prices submitted for the first year are firm and not subject to escalation. The Service Provider represents and warrants that all rates and/or prices are at least as low as those currently being quoted by the Service Provider to commercial or government users for the same work of similar scope under similar circumstances. Price escalations (in percent) for the possible three (3) 12-month contract extensions are to be submitted in the appropriate sections of the Bidder's Response Form. Proposed price escalations will be considered in the evaluation of proposals received.

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 Form; and an Annual Purchase Order from the Authority.

Method of Ordering

Upon award, an Annual Purchase Order will be issued.

Cancellation/Termination

The Authority reserves the right to cancel any contract resulting from this solicitation in its entirety at no cost except for services rendered and goods delivered and accepted upon a thirty (30) days' written notice stating the reasons for termination. Termination is normally reserved for such reasons as unsatisfactory performance or changes in funding, scope, or needs of the Authority.

BIDDER RESPONSE FORM

RFQ S2021-04

Security Patrol Services 2020

Date: _____

Name of Company: _____

Address: _____

Signature: _____

Name (please print) _____

Title: _____

E-Mail: _____

Phone Number: _____

Fax Number: _____

Project Manager Contact:

Contact Name: _____

Phone Number: _____

Email: _____

Fax Number: _____

Billing Contact:

Contact Name: _____

Phone Number: _____

Email: _____

Fax Number: _____

Pricing Information:

Daily Patrols

Cost per Month: \$ _____

Emergency Patrols

Cost per Response: \$ _____

Additional Year Pricing

1st Renewal Option: _____ % Escalation Cap

2nd Renewal Option: _____ % Escalation Cap

3rd Renewal Option: _____ % Escalation Cap

4th Renewal Option _____ % Escalation Cap

Provide information and specification for the electronic devices to be use to track and identify patrol service: _____

Exceptions to Specification: _____

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: _____

- 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 Security Patrol business under the present firm name?

- 1. Provide a list (separate attachment if necessary) of your personnel and their qualifications. (For example experience, certifications, training, and continuing education policy). _____

- 2. Provide a list (separate attachment if necessary) of the of security guard, and electronic devices to be used to complete the require service. _____

- 6. Have you ever failed to complete any work awarded to you, or defaulted on a contract? _____
If so, please explain where and why? _____

7. Additional information: Any other relevant information that supports the proposal: _____

8. 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: _____

ATTACHMENT A





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 forgoing, 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:
1. 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;
 2. 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;
 3. 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

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="11" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: center;">-</td> <td colspan="2"></td> <td style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table> <p style="text-align: center;">or</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="11" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: center;">-</td> <td colspan="7"></td> </tr> </table>	Social security number																										-			-					Employer identification number																										-							
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Sign Here Signature of U.S. person ▶ _____ Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.