Sweetwater Authority

Notice

Request for Quote No: S2021-15

For:  Fire Sprinkler Equipment Inspection, Maintenance, and Service

Bid Release Date:
**March 16, 2021**

Mandatory Pre-Proposal Conference:
**March 24, 2021 at 9:00 A.M.**

Question Deadline:
**March 31, 2021 at 11:00 A.M.**

Bids Due:
**April 7, 2021 at 2:30 P.M.**

In the Purchasing Division
Sweetwater Authority
744 F Street
Chula Vista, CA  91910

Buyer: Sylvia McCain
Phone (619) 409-6872
Email: Purchasing@sweetwater.org
SWEETWATER AUTHORITY

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

_Sweetwater Authority encourages participation by local, small and/or disadvantaged businesses._

THE DESIRED SERVICE

This Request for Quote (RFQ) is issued to cover the cost to Sweetwater Authority (Authority) for preventive maintenance, inspection, certification, testing, and repair service on one (1) Wet Pipe Fire Sprinkler System.

SCOPE OF WORK

The Service Provider shall provide all labor, supervision, materials, tools, equipment, and incidentals for quarterly maintenance, inspections, certification, testing, and repair service.

The system must be maintained operable at all times, must have a maintenance inspection every quarter with the first maintenance of the contract year to include a flow test. The contractor must inspect all checkpoints as listed on the “Quarterly Sprinkler System Checklist,” Attachment A.

Contract should provide a cost for testing for Microbiologically Influenced Corrosion (MIC) to determine if system is at risk of pipe deterioration due to MIC corrosion.

Sprinkler system need to be inspected by a licensed contractor in accordance with current NFPA 25, Chapter 5 as amended by CCR, Title 19.

Other Services

Repairs are to be quoted separately at contracted labor rate plus parts costs. Emergency calls will be billed at contracted labor rate plus parts costs.

Service Location:

Steele Operation Center (OPS), 744 F Street, Chula Vista, CA 91910

Prevailing Wages: Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. Copies of prevailing wage rates are on file and are available for inspection in the office of the Sweetwater Authority Engineering Department, 505 Garrett Ave, Chula Vista, CA 91910 or online at http://www.dir.ca.gov/dlsr. The successful bidder shall post a copy thereof at each job site. The Authority hereby places the Contractor and any subcontractors on notice of the penalty provisions of Labor Code Section 1775 for failure to comply with prevailing wage laws. Pursuant to Labor Code Section 1771, prevailing wages do not apply to jobs under $1,000.
Public Works Contractor Registration Certification: 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. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

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**PRE-PROPOSAL CONFERENCE AND INSPECTION**

A mandatory pre-proposal conference and inspection will be held at **9:00 A.M., on March 24, 2021** at Sweetwater Authority Operations Center. (744 F Street, Chula Vista, CA 91910). Those interested in submitting a proposal are required to attend this meeting. The purpose of the conference will be for the Bidders to become familiar with requirements and the intent of the contract. No presentations are required. Following the meeting attendees will be invited to walk through the facility building to become familiar with the location, conditions and restrictions.

Please contact Dave McCain at dmccain@sweetwater.org or (619) 409-6862 if you plan to attend the mandatory pre-proposal conference.

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**INSTRUCTIONS TO PROPOSER**

**Questions**

All questions concerning the bid specification or scope of work must be submitted in writing either by facsimile, or e-mail, and received by **11:00 A.M., on March 31, 2021.**

Attn.: Sylvia McCain  
Fax # (619) 409-6872  
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 Sweetwater Authority and may not be considered.

Responses to questions will be posted at www.sweetwater.org under About Us, Bid Opportunities & Results.

**Evidence of Responsibility**

Upon request by the 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.

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. Late bids will not be considered and will be returned to
the bidder unopened. Bids must be received by **2:30 P.M., on April 7, 2021.**

Responses must be mailed to: Sweetwater Authority
744 F Street
Chula Vista, CA 91910
Attn: Purchasing/Bid # S2021-15.

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. Addendums will be posted at
[www.sweetwater.org](http://www.sweetwater.org) under About Us, Bid Opportunities & Results.

Proposal Forms
Proposal must be submitted on preprinted forms supplied by Sweetwater Authority.

Proposals submitted in response to this RFQ shall include:

1) 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.

2) 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, the Public Works
   Contractor Registration certification, and Subcontractors forms.

3) New Supplier Information:
   New suppliers shall complete and return a W-9 and Sweetwater Authority Vendor Profile
   form.

**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.

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
Taxes
Prices offered shall be inclusive of all applicable taxes and fees.

Bid Validity
Proposals/bids are valid for ninety (90) days from 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. Please visit www.sweetwater.org under About Us, Bid Opportunities & Results to download results.

Award
The contract will be awarded based on the proposal that best meets Sweetwater Authority’s needs. Responses will be evaluated on a variety of factors as described below (in no particular order)

- Bidder’s Responsiveness to the specifications
- Necessary capital, tools, equipment, personnel, insurance, licenses, and experience to satisfactorily perform the work as specified.
- References from other clients
- Pricing

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, 12-month contract periods. Such extensions will be at the Authority’s option and must be under the same terms and conditions. Renewal price and performance will be major factors when evaluating the renewal options. Any increase shall be limited to the escalation caps. Contractor shall provide the Authority with a forty-five (45) advance written notice of any proposed renewal increase. The increase request shall contain supporting documentation and justification for the increase.

Option to Renew
Sweetwater Authority reserve the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the
commencement of service. The renewal is contingent on a mutual agreement between Sweetwater Authority and the Contractor with such agreement to be confirmed prior to the expiration of the contract period. 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.

Sweetwater 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 Sweetwater Authority, and Sweetwater Authority reserves the right to accept or reject.

Sweetwater 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 Sweetwater Authority and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

**Contract Documents**
The contract Documents will consist of this RFQ; the successful Bidders completed and signed Bidder’s Response Form; and a Purchase Order(s) from the Authority. An annual purchase order will be issued for the maintenance service. Individual Purchase Orders will be issued for repairs or requested work outside the maintenance contract.

**Billing Requirement**
Upon award, the supplier will invoice Sweetwater Authority quarterly for quarterly maintenance. Copies of signed service reports must be included with invoice. Individual invoices may be issued for additional approved repairs or requested work outside of maintenance contract.

Invoices should be mailed to: Sweetwater Authority
505 Garrett Avenue
Chula Vista, CA 91910
Attention: Accounts Payable

Electronic invoices and/or statements can be emailed to payables@sweetwater.org

Payment Terms: Invoices will be paid within thirty (30) days from date of acceptance of service, or receipt of invoice, whichever occurs later.

**Cancellation/Termination**
Sweetwater 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 Sweetwater Authority.

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**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. If Supplier fails to prove delivery, or if Supplier’s proof is a signature on the job site, 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 claims to the Goods. Authority may reject nonconforming Goods or Services, or exercise any other right specified herein related to nonconforming Goods or Services.

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 at any time delivery is behind schedule or may not be completed on schedule. Failure to deliver on schedule or to complete the Goods or Services as scheduled is a result of Supplier’s failure to comply with the above requirements, and Authority may reject the Goods or Services, or exercise any other right specified herein related to the Goods or 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 claims 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, its successors or assigns, may incur as a result of Supplier’s failure to comply with the above requirements, and Authority may reject the Goods or Services, or exercise any other right specified herein related to the Goods or Services.

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 degree, per inch, 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 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.

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, as appropriate. 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 shall state the reason for the termination, 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. Require 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 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. **Pertinent 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 subcontracted 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. **Injury:** 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, its officials, contractors, to bring the Goods or Services into conformance and reduce the price paid to Supplier by Authority's cost; 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 Supplier shall indemnify and hold harmless Authority from any liability and expense by reason of Supplier's 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.

24. **Insurers:** Supplier agrees to indemnify Authority, its 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 worked 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. **Forfeiture:** 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.
Bidder’s Response Form

RFQ: S2021-15 for Fire Sprinkler Equipment Inspection, Maintenance, & Service

Date: ____________________________________________

Name of Company: ____________________________________________

Address: ____________________________________________

Signature: ____________________________________________

Name (please print) ____________________________________________

Title: ____________________________________________ Date: ______________________________

Phone Number: ______________________________

Fax Number: ______________________________

E-Mail: ______________________________

Sales Representative:

Contact Name: ______________________________ Phone Number: ______________________________

E: Mail: ______________________________ Fax Number: ______________________________

Service Request Contact Information:

Contact Name: ______________________________ Phone Number: ______________________________

E: Mail: ______________________________ Fax Number: ______________________________

Emergency number for after hours: ______________________________

Fax Number: ______________________________ E-Mail: ______________________________

Are services available 24-hours a day, seven days a week? _________

Emergency response capabilities: ______________________________

Billing Information:

Contact Name: ______________________________ Phone Number: ______________________________

E-Mail: ______________________________ Fax Number: ______________________________
Pricing
Price quoted should be inclusive of all applicable taxes and fees.

$_________________ Quarterly Inspections X 4 = $______________ Total Cost

First inspection of contract year should include a flow test.

Price quoted for MIC testing: ________________

Service Rate for emergency or non-routine service calls:

Labor Cost per hour (normal business hours) $____________________

Labor cost per hour (after hour) $____________________

Renewal Options:
Escalation Caps for Renewal Option 1: ________%

Escalation Caps for Renewal Option 2: ________%

Escalation Caps for Renewal Option 3: ________%

Escalation Caps for Renewal Option 4: ________%

Exception and deviations from specifications: ______________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
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 Fire Sprinkler business under the present firm name? _____

___________________________________________________________________________

___________________________________________________________________________

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

___________________________________________________________________________

___________________________________________________________________________

5. Provide a list (separate attachment if necessary) of the materials and brands 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. Please ensure the contacts provided below are aware they may be contacted to provide a reference.

**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: 

________________________________________________________________________

**Company Name:**

Contact Name: 

Contact e-mail: 

Contact Phone Number: 

Service Provided: 

Project Amount:    Project Start Date: 

________________________________________________________________________
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then 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. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

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.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: ________________________________

DIR Registration Number: _______________________

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder ________________________________

Signature ___________________________________

Name and Title ________________________________

Dated ________________________________________
In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, and (c) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

<table>
<thead>
<tr>
<th>Work to be done by Subcontractor</th>
<th>Name of Subcontractor</th>
<th>Location of Business</th>
<th>CSLB Contractor License Number</th>
<th>DIR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Bidder (business)__________________________________________________________

Representative’s Signature: ______________________________________________________

Print Name & Title: ______________________________________________________________

Dated Signed: __________________________
Request for Taxpayer Identification Number and Certification

Form W-9
(Rev. October 2007)

Department of the Treasury
Internal Revenue Service

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: □ Individual(Sole proprietor) □ Corporation □ Partnership □ Limited liability company, Enter the tax classification (B, disregarded entity, C, corporation, P, partnership) □ Exempt [see instructions] □ Other [see instructions]

Address (number, street, and apt. or suite no.)
City, state, and ZIP code

Requestor's name and address (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose name to enter.

Social security number

or

Employer Identification number

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).

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 on page 4.

Sign Here

Signature of U.S. person ▸

Date ▸

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requestor) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), and
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
Sweetwater Authority
Vendor Profile Form

Vendor

Business/Vendor Name: Phone Number:  
Address Line 1: Address Line 2/Suite No.:  
City: State: Zip Code:  
E-mail Address: Web Site Address:  

Type of Business:

Remittance Address

Street Address City, State Zip Code:  

Sales Contact: Accounting Contact:

Name: E-mail Address:  
Job Title: Business Number:  
Phone Number: Fax Number:  

Vendor Products and Services

<table>
<thead>
<tr>
<th>Products to be purchased</th>
<th>Services to be rendered</th>
</tr>
</thead>
</table>

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 details.

☐ Insurance Certificate
Prior to performing services for Sweetwater Authority, the Authority must have current Certificates of Insurance on file for all companies, contractors, and consultants.

Please forward completed form to the Sweetwater Authority Accounting Department at payables@sweetwater.org
# Quarterly Sprinkler System Checklist

<table>
<thead>
<tr>
<th>CHECK POINTS</th>
<th>N/A</th>
<th>S</th>
<th>NC</th>
<th>CORRECTIVE ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. FIRE DEPT. CONNECTION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Inlet caps missing</td>
<td></td>
<td></td>
<td></td>
<td>1. Inspect Interior, Replace</td>
</tr>
<tr>
<td>2. Couplings damaged and not rotating smoothly</td>
<td></td>
<td></td>
<td></td>
<td>2. Repair or Replace, lubricate for smooth rotation</td>
</tr>
<tr>
<td>3. Gaskets missing or deteriorated</td>
<td></td>
<td></td>
<td></td>
<td>3. Replace gaskets</td>
</tr>
<tr>
<td>4. Clapper valves do not close</td>
<td></td>
<td></td>
<td></td>
<td>4. Repair</td>
</tr>
<tr>
<td>5. Visible or exterior obstructions</td>
<td></td>
<td></td>
<td></td>
<td>5. Remove</td>
</tr>
<tr>
<td>6. Not identified</td>
<td></td>
<td></td>
<td></td>
<td>6. Replace, Repair, or install sign</td>
</tr>
<tr>
<td><strong>II. HOSE OUTLETS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Cap missing</td>
<td></td>
<td></td>
<td></td>
<td>1. Replace</td>
</tr>
<tr>
<td>2. Fire hose connection threads damaged</td>
<td></td>
<td></td>
<td></td>
<td>2. Repair</td>
</tr>
<tr>
<td>3. Valve handles missing</td>
<td></td>
<td></td>
<td></td>
<td>3. Replace</td>
</tr>
<tr>
<td>4. Cap gaskets missing or deteriorated</td>
<td></td>
<td></td>
<td></td>
<td>4. Replace</td>
</tr>
<tr>
<td>5. Valve does not operate smoothly</td>
<td></td>
<td></td>
<td></td>
<td>5. Lubricate</td>
</tr>
<tr>
<td>6. Visible or exterior obstructions</td>
<td></td>
<td></td>
<td></td>
<td>6. Remove</td>
</tr>
<tr>
<td><strong>III. PIPING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Accessible piping damaged</td>
<td></td>
<td></td>
<td></td>
<td>1. Repair</td>
</tr>
<tr>
<td>2. Visible or exterior obstructions</td>
<td></td>
<td></td>
<td></td>
<td>2. Remove</td>
</tr>
<tr>
<td><strong>IV. Alarms</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. No leakage from retard chamber</td>
<td></td>
<td></td>
<td></td>
<td>1. Call for repairs</td>
</tr>
<tr>
<td>2. Electrical connections secure</td>
<td></td>
<td></td>
<td></td>
<td>2. Call for repairs</td>
</tr>
<tr>
<td>3. Bell interior clear</td>
<td></td>
<td></td>
<td></td>
<td>3. Remove material</td>
</tr>
<tr>
<td><strong>V. POST INDICATOR</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Locked open</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>VI. CONTROL VALVES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Valves leak</td>
<td></td>
<td></td>
<td></td>
<td>1. Repair</td>
</tr>
<tr>
<td>2. Valve not secured in open position</td>
<td></td>
<td></td>
<td></td>
<td>2. Open, secure (lock)</td>
</tr>
<tr>
<td>3. Visible or exterior obstructions</td>
<td></td>
<td></td>
<td></td>
<td>3. Remove</td>
</tr>
<tr>
<td><strong>VII. Gauges</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Gauges damaged</td>
<td></td>
<td></td>
<td></td>
<td>1. Repair or replace</td>
</tr>
<tr>
<td>2. Gauge valves turned off</td>
<td></td>
<td></td>
<td></td>
<td>2. Turn on</td>
</tr>
<tr>
<td>3. System pressure</td>
<td></td>
<td></td>
<td></td>
<td>3. Record: psi</td>
</tr>
<tr>
<td>4. Supply pressure</td>
<td></td>
<td></td>
<td></td>
<td>4. Record: psi</td>
</tr>
<tr>
<td><strong>VIII. RISER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Leaks</td>
<td></td>
<td></td>
<td></td>
<td>1. Repair</td>
</tr>
<tr>
<td>2. Visible or exterior obstructions</td>
<td></td>
<td></td>
<td></td>
<td>2. Remove</td>
</tr>
<tr>
<td><strong>IX. SPRINKLER HEADS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Leaking, corroded or painted</td>
<td></td>
<td></td>
<td></td>
<td>1. Replace</td>
</tr>
<tr>
<td>2. Flow obstructed</td>
<td></td>
<td></td>
<td></td>
<td>2. Correct</td>
</tr>
<tr>
<td>3. Installed in incorrect position (pendant or upright)</td>
<td></td>
<td></td>
<td></td>
<td>3. Correct</td>
</tr>
<tr>
<td>4. Extra sprinklers and wrench not available</td>
<td></td>
<td></td>
<td></td>
<td>4. Provide</td>
</tr>
<tr>
<td>5. Extra sprinklers not the same orifice size or temperature rating as in system</td>
<td></td>
<td></td>
<td></td>
<td>5. Provide</td>
</tr>
</tbody>
</table>

Key: N/A = Not applicable  S = Satisfactory  NC = Need Correction

Inspection by: ___________________________  Date: ___________________________

Company Name: ___________________________