



Sweetwater Authority Notice

Request for Quote No.: S2023-06

For: Cartridge Pre-Filters

Bid Release Date:

August 25, 2022

Question Deadline:

September 7, 2022, by 11:00 A.M.

Bids Due:

September 14, 2022, by 2:00 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 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. Sweetwater Authority encourages participation by local, small and/or disadvantaged businesses/contractors/vendors.

THE DESIRED SERVICE

The Authority is soliciting bids to establish a requirement contract for cartridge pre-filters to be used in the operation of the Richard A. Reynolds Groundwater Desalination Facility (Reynolds Facility). From this RFQ, the Authority will award and contract to one service provider (Vendor). The Authority requires that filters be NSF-61 certified. The Authority will be accepting quotes for a 12-month contract. The first 12-month contract can be renewed on yearly basis, up to four (4) additional years.

SCOPE OF WORK

The Authority is seeking a Vendor to award a contract to for procurement of 5-micron cartridge pre-filters at the Reynolds Facility. Bids shall be for Parker Part # SWC5T40A, or other equivalent as deemed appropriate by the Authority.

Specifications

Cartridge pre-filters must be Parker Part # SWC5T40A, or other equivalent as deemed appropriate by the Authority. Filters will be loaded into and must be compatible with Fil-Trek cartridge filter vessel model # L6MPH176-4-14F-P-150.

Detailed Cartridge Pre-Filter Requirements:

- 5 micron (90% minimum)
- String wound (cotton)
- Polypropylene core
- Flow rate (5 gpm/10-inch gal/min)
- Length (40 3/16 inches)
- Outside Diameter (2 3/8 inches)
- Inside Diameter (1 inch)
- NSF-61 Certified

Brand Name or Approved Equal

Brand names and model numbers, if specified in this solicitation, are for reference and descriptive purposes only. Unless otherwise indicated, quotes for equal items will be considered, provided the quote includes a detailed description of specifications of the product being offered, feature-by-feature. The description must clearly demonstrate how specifications of the product offered match the specifications of the product listed by brand name and/or model number in this solicitation. Submission of descriptive literature (including, without limitation, marketing material) alone does not meet this requirement. Determination of whether an item is equal to the items listed and/or meets the District's specifications are at the sole and exclusive discretion of the District, and its decision shall be final.

NSF Certification

The Authority requires all materials to be NSF-61 certified and requires that proof of NSF certification be provided with delivery paperwork.

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. Packages shall be delivered on shrink wrap pallets in good condition. The delivery truck must have a lift gate and pallet jack.

Usage

It is estimated that the Authority will require approximately 8,460 filters in the operations of the Reynolds Facility during a twelve (12) month period,

This estimated usage is provided for the sole purpose of comparing offers. Estimated usage may be increased or decreased to meet the requirements of the Sweetwater Authority during the period of performance. A minimum quantity is not guaranteed. **The Authority will allow the selected supplier to pre-stock one shipment of 705 filters in order to ensure delivery capacity.** The Authority should only be invoiced for filters upon delivery to the Reynolds Facility.

Normal Delivery Quantities

A delivery request of approximately 705 filters will be placed ten (12) times per year.

The following information is provided to help with pricing. These are the normal quantities in which deliveries will be requested; however, quantities may increase or decrease to meet the requirements of the Authority. Material will be ordered as needed.

Supplier agrees to maintain stock level of filters to allow for delivery within seven (7) calendar days from date of order.

Delivery Requirements

Delivery is to be made within seven (7) business days following a confirmed request for each delivery.

Authority facilities are unable to accommodate overnight occupancy for truck, trailer, and driver.

Hours of delivery for the Reynolds Facility are Monday through Friday, 8:00 A.M. to 1:00 P.M. Deliveries to this facility must be preceded by a phone call to the Perdue Water Treatment Plant Operator at (619) 409-6800, one hour prior to arrival. This facility may be unstaffed during the hours noted above and requires facility staff to be present to take delivery.

Delivery of filters will be by truck equipped with a lift gate and pallet jack. There is no forklift on site at the location of delivery.

Delivery is to be made to:

Richard A. Reynolds Groundwater Desalination Facility
Sweetwater Authority
3066 North Second Avenue
Chula Vista, CA 91910

Qualifications

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributors must regularly maintain a substantial stock of the filters and must be actively engaged in the sale of filters. A representative of the Authority may examine such stock and facilities at any time either before award is made or during the life of the contract.

INSTRUCTIONS TO BIDDER

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 7, 2022.**

Sylvia McCain, Procurement Specialist
744 F Street. Chula Vista, CA, 91910
Fax # (619) 427-9574 or 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 question deadline will be received at the discretion of the Authority and may not be considered.

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 Authority representative. All bid addendums shall be expressly acknowledged and included with your bid response. Bidders should check the Authority's web site www.sweetwater.org (About Us, Bid Opportunities) to obtain copies of addendums and forms.

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.

Responses may be mailed or submitted electronically via Filedrop.

Mailing Address: Sweetwater Authority
744 F Street, Chula Vista, CA 91910
Attention: **Purchasing/Bid S2023-06**

Bid Submittal: Bids must be delivered electronically via the Authority's secure file transfer system no later than **2:00 p.m. PST on September 14, 2022.**

Please note the following:

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/CartridgePreFiltersS2023-06>
- 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 must be submitted on the forms supplied in this RFQ.

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.

Proposals submitted in response to this RFQ shall include:

➤ **Bidder Response Section:**

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

➤ **Evidence of Insurance:**

If not already on file with the Authority, include proof of insurance for all insurance coverage required by the Purchase Contract. Original certificates naming the Authority as additionally insured will be required upon award of contract.

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

Provide references for three (3) current or past customers on the attached "Statement of Bidder's Qualifications" form; include the name of company, contact information, and product supplied.

➤ **New Supplier Information:**

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

Withdrawal of Proposal

A bidder may withdraw or revise (by withdrawal of one bid and timely 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.

Bid Validity

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

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.

Taxes

Excluding Sales Tax, prices offered shall be inclusive of all applicable taxes.

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 under the terms and conditions herein stated beginning on the anniversary of the commencement of service. Renewal price and performance will be major factors when evaluating the renewal options. Sweetwater Authority or the Vendor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

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

be evaluated by the Authority, and reserves the right to accept or reject. The renewal is contingent on a mutual agreement between the Authority and the Vendor with such agreement to be confirmed in writing prior to the expiration of the contract period.

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.

Bid Results

Bid results **will not** be given out over the phone or by email. To obtain bid results, please visit www.sweetwater.org and go to About Us then Bid Opportunities & Results or 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.

Basis of Award

If an award is made, the award will be to the lowest responsible and responsive bidder.

Contract Documents

The contract Documents will consist of this RFQ; the successful bidders completed and signed Bidder's Response Form; Certificate of Insurance (COI), and Purchase Orders from the Authority.

Method of Ordering

Upon award, an Annual Purchase Order will be issued. Release of the filters will be scheduled as required. Do not make any deliveries against the annual, until directed to do so by Sweetwater Authority's Purchasing Staff or a designated representative.

Billing Requirement

The Authority expects to be invoiced separately for each delivery. Invoices shall be fully itemized, and provide sufficient information for approving payment and audit.

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

Electronic invoices and statements shall 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.

BIDDER RESPONSE SECTION
RFQ – S2023-06
REQUIREMENT CONTRACT FOR FILTERS

Date: _____

Name of Company: _____

Address: _____

Signature: _____

Name (please print) _____

Title: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Ordering Information:

Contact Name: _____

Phone Number: _____

E: Mail: _____

Fax Number: _____

PRICING:

Make and Description of filters: _____

If quoting other than Parker, 5 Micron Cartridge, Pre-Filters, Part # SWC5T40A, please provide a description, technical data sheets, and any other information that will indicate filters are equal.

PRICE PER FILTER: \$ _____ **SALES TAX %** _____

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: _____
Telephone: _____ Fax No: _____
Email: _____

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

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

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

Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Service Provided: _____

Contract Amount: \$ _____

Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Service Provided: _____

Contract Amount: \$ _____

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ Public Agency / Government Agency</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <p>Sweetwater Authority 505 Garrett Avenue Chula Vista, CA 91910</p>

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 *How to get a TIN*, later.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- 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
 - 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
 - I am a U.S. citizen or other U.S. person (defined below); and
 - 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	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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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.*

- Form 1099-INT (interest earned or paid)

Sweetwater Authority Vendor Profile Form

Email completed form to Purchasing@sweetwater.org

Vendor

Business/Vendor Name:

Phone Number:

Street Address:

City:

State and Zip Code:

Web Site Address:

Type of Business:

Please select one...

Remittance Address

Street Address

City, State, and Zip Code

Representative Contact

Name:

Job Title:

Phone Number:

Email Address:

Accounting Contact

Name:

Job Title:

Phone Number:

Email Address:

Vendor Products and Services

Products to be Purchased	Services to be rendered

Required:

Safety Data Sheet (SDS)

Prior to the purchase of certain materials, the Project Manager will obtain the Safety Data Sheet (SDS) from the vendor and review this with the Safety Department for approval. Refer to the 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.

Please forward completed form to Purchasing@sweetwater.org

TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

- 1. Purchase Order:** These terms and conditions govern the implementation of the purchase order to which they are attached ("Purchase Order"). In the case of any conflict between the Purchase Order, these terms and conditions, and any attachments incorporated herein by reference, these terms and conditions shall govern. The Purchase Order, these terms and conditions and any attachments incorporated herein are sometimes referred to herein as the "Contract".
- 2. Definitions:** As used herein, "Goods" shall mean and refer to all articles, items, parts, materials, goods, supplies, or products, and any associated labor or services, furnished by Supplier. As used herein, "Services" shall mean all work or services furnished by Supplier.
- 3. Acceptance/Inspection:** Goods or Services shall be exactly as specified in the Purchase Order, free from all defects in design, workmanship and materials and are subject to inspection and testing by Authority or its authorized representative. Delivery does not constitute acceptance. Authority may reject nonconforming Goods or Services, or exercise any other right specified herein related to nonconforming Goods or Services.
- 4. Prices:** Unless expressly provided otherwise, all prices and fees specified in the Purchase Order are firm and shall not be subject to change without the written approval of Authority. No extra charges of any kind will be allowed unless specifically agreed to in writing by Authority's authorized representative. Unless otherwise specified herein, the total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods or Services furnished to Authority hereunder; and (ii) all charges for packing, freight and transportation to destination.
- 5. Payment:** The time period allowed for payment as indicated on the Purchase Order shall commence upon receipt of Supplier's invoice or upon receipt of the Goods or performance of the Services, whichever is later, and approval by Authority of the invoice. All shipping documents and invoices must reference Authority Purchase Order number in order to be processed. Orders delivered directly to job sites may require proof of delivery prior to payment. Acceptable proof is a signed packing slip acknowledging delivery. Payments otherwise due may be withheld by Authority on account of defective Goods or Services not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Contract, or to protect Authority against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, Authority may remove them at Supplier's expense.
- 6. Schedule; Liquidated Damages:** The time of Supplier's performance is of the essence for this Contract. The Goods or Services shall be delivered in accordance with any schedule set forth in the Purchase Order. Supplier must immediately notify Authority in writing any time delivery is behind schedule or may not be completed on schedule. If delivery does not occur on schedule it is understood that Authority will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Supplier shall pay to Authority, as liquidated damages not as a penalty, the sum of one hundred (\$100.00) dollars per day for each and every calendar day delay in finishing the Contract and/or failing to deliver the Goods or completing the Services.
- 7. Packaging:** Packaging must be of sufficient quality and strength to adequately protect the Goods against jolting, rough handling, accidents, and all other dangers inherent in the movement, handling, transportation, and storage of the Goods.
- 8. All Shipments are F.O.B. Delivered:** Supplier assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods under the Contract.
- 9. Title:** Supplier warrants that all Goods and Services are free and clear of all liens and encumbrances whatsoever, and that Supplier has a good and marketable title to same, and Supplier agrees to hold Authority free and harmless against any and all claimants to the Goods. Title to the Goods purchased hereunder shall pass to the Authority at the F.O.B. point designated on the Purchase Order, subject to the right of Authority to reject upon inspection.
- 10. Material Safety Data Sheets (MSDS):** Supplier shall provide a MSDS for any and all Goods that contain hazardous substances as defined by Cal OSHA. Supplier shall indemnify and hold harmless Authority from and against all losses, costs, fees, liabilities and damages that Authority may suffer as a result of Supplier's failure to comply with the above requirement.
- 11. AWWA Standards and Approved Materials List:** As applicable, Goods must meet or exceed AWWA specifications and be listed in Sweetwater Authority's Approved Materials List - revised November 2008

("Approved List") which is incorporated herein and made a part hereof by this reference. The Approved List can be obtained by calling the Authority Engineering at 619-420-1413 or Purchasing at 619-409-6872.

- 12. Markings on Fittings:** All ductile-iron fittings shall have distinctly cast on the outside of the body the identity of the standard; the pressure rating; nominal diameter of the openings; manufacturer's identification; the country where cast; the letters DI or word "Ductile"; and the number of degrees or fraction of the circle on all bends.
- 13. Assembly Bill 1953:** All bronze components in contact with potable water shall be low lead in accordance with Assembly Bill 1953 (AB1953), excluding service saddles, backflow preventers for non-potable service, such as irrigation and industrial, and water distribution main gate valves that are greater than two inches.
- 14. Artwork, Designs, Etc.:** If the Goods or Services are to be produced by Supplier in accordance with designs, drawings or blueprints furnished by Authority, Supplier shall return same to Authority upon completion or cancellation of this Contract. Any materials, equipment, tools, artwork, designs or other properties furnished by Authority or specifically paid for by Authority shall be Authority's property.
- 15. Warranty and Quality Inspection:** Supplier warrants that all Goods furnished shall be new, unused, and free from defects and of a good quality for a period of one year, or such longer period as provided by a manufacturer's warranty. Goods shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to Authority's inspection; but neither Authority's inspection nor failure to inspect shall relieve Supplier of any obligation hereunder. Supplier further warrants that any Services provided hereunder will be performed in a professional and workmanlike manner and in accordance with the highest industry standards. If, in Authority's opinion, any Goods or Services fail to conform to specifications or are otherwise defective, Supplier shall, immediately after receiving notice from Authority, at the option of Authority, and at Supplier's own expense and without cost to Authority: (i) repair the defective Goods or Services; (ii) replace the defective Goods or Services with conforming Goods or Services, F.O.B. Authority's plant, office or other location of Authority where the Goods or Services were originally performed or delivered; or (iii) repay to Authority the purchase price of the defective Goods or Services. If Authority selects repair or replacement, any defects will be remedied without cost to Authority, including but not limited to, the costs of removal, repair and replacement of the defective Goods or Services, and reinstallation of new Goods or Services. All such defective Goods or Services that are so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods or Services which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to Authority. No acceptance or payment by Authority shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.
- 16. Site Maintenance.** The site of any installation work related to Goods or where Services are performed shall be kept clean and free of hazards at all times during use thereof by Supplier. After any installation of Goods or completion of Services, as applicable, Supplier shall clean the surrounding area to its prior condition.
- 17. Changes:** Authority may make changes, at any time, to the Goods or Services, including but not limited to, Authority's requirements and specifications, by giving written notification to Supplier. If such changes affect the cost of or the time to deliver or perform under this Contract, an equitable adjustment in price, delivery, or both will be made. No changes by Supplier shall be recognized unless agreed to in writing by an authorized agent of Authority. Any claims of Supplier for an adjustment in price, delivery, or both must be made in writing within fifteen (15) calendar days from the date of notification by Authority, or shall be waived. Under no circumstance should Supplier stop performance of this Contract as changed. Any change in the price necessitated by such change will be agreed upon between Authority and Supplier and such change will be authorized by a change order document signed by Authority and accepted by Supplier.
- 18. Termination:**
 - A. Convenience:** With written notice stating the extent and effective date, Authority may terminate this Contract, in whole or in part, for convenience at any time without any further cost to Authority except for Goods or Services provided prior to the effective date of termination.
 - B. Default:** If Supplier is in default of or willfully violates any of the conditions or covenants of this Contract, including refusal or failure to prosecute its obligations or any separable part thereof with diligence and in accordance with the schedule specified by the Purchase Order, or if Supplier should be adjudged a bankrupt, or if Supplier should make a general assignment for the benefit of Supplier's creditors, or if a receiver should be appointed on account of Supplier's insolvency, or Supplier or any of Supplier's subcontractors should violate any of the provisions of this Contract, Authority may serve written notice upon Supplier of Authority's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that Supplier's right to perform this Contract shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to Authority have been made for correction of said violations. In such an event, Authority may:

2. 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;
3. 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;
4. 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 - Two million dollars (\$2,000,000) 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.