



Sweetwater Authority

Notice

Request for Quote No. S2024-XX

For: Miscellaneous Painting at Desalination Facility

Bid Release Date:

March 27, 2024

Mandatory Pre-Proposal Conference:

Wednesday, April 17, 2024 at 11:00 A.M..

Location:

Sweetwater Authority Desalination Facility
3066 N. 2nd Avenue
Chula Vista, CA 91910

Question Deadline:

April 17, 2024 – April 19, 2024 by 2:00 P.M.

Bids Due:

Friday, May 10, 2024 by 2:00 P.M.

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

Buyer: Karim Galeana
Phone (619) 409-6872
Email: Purchasing@sweetwater.org

SWEETWATER AUTHORITY

Sweetwater Authority (Authority) is a public 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.

THE DESIRED SERVICE

This Request for Quote (RFQ) is issued to cover the cost to Sweetwater Authority (Authority) for miscellaneous exterior painting to be completed at the Authority's Reynolds Desalination Facility.

Location: Sweetwater Authority
Reynolds Desalination Facility
3066 N 2nd Avenue
Chula Vista, CA 91910

SCOPE OF WORK OPTION 1

The vendor shall provide all labor, supervision, materials, tools, equipment, and incidentals. This work entails:

Exterior Painting – See Attachment A Option 1

1. Pressure wash property to remove loose paint, mildew, and debris from all paintable surfaces.
2. Prepare scrape, sand, and treat bottom of tanks with corrosion control all areas as required.
3. Prep and paint No. 1 Iron Manganese System Vessels and associated piping
4. Prep and paint No. 2 Iron Manganese System Vessels and associated piping.

Additional Notes:

- The contractor shall calculate and verify approximate paint coverage area.
- The contractor shall submit samples to the Authority and verify colors, prior to ordering materials.
- Protect all area not being painted from overspray, this includes, but is not limited to, vegetation, landscaping, glass, sidewalks, pavement, vehicles and any areas subject to wind-blown or dripping/falling paint.
- Clean all areas upon completion

SURFACE PREPARATION STANDARDS (as applicable)

- SSPC-SP2 Hand Tool Cleaning
- SSPC-SP3 Power Tool Cleaning
- SSPC-SP12 / NACE 5 Surface preparation and cleaning of steel and other hard materials – pressure categorization (LPWC) with visual conditions of surface cleanliness at WJ-4.

PAINT SYSTEMS

Ferrous Metal:

- Primer - First Coat - "Ultra-Grip Premium" (UGPR00) or equal
- Finish - Second and Third Coat - "Evershield" (EVSH50) or equal.

Non-Ferrous Metal (galvanized & aluminum)

- Primer - First Coat - "Ultra-Shield Metal Primer" (ULGM00) or equal
- Finish - Second and Third Coat - "Evershield" (EVSH30) or equal.

SCOPE OF WORK OPTION 2

The vendor shall provide all labor, supervision, materials, tools, equipment, and incidentals. This work entails:

Exterior Painting – See Attachment A Option 2

1. Pressure wash property to remove loose paint, mildew, and debris from all paintable surfaces.
2. Prepare scrape, sand, and treat bottom of tanks with corrosion control all areas as required.
3. Prep and paint Decant Tank 1 and associated piping.
4. Prep and paint No. 1 Iron Manganese System Vessels and associated piping.

Additional Notes:

- The contractor shall calculate and verify paint coverage area.
- The contractor shall submit samples to the Authority and verify colors, prior to ordering materials.
- Protect all area not being painted from overspray, this includes, but is not limited to, vegetation, landscaping, glass, sidewalks, pavement, vehicles and any areas subject to wind-blown or dripping/falling paint.
- Clean all areas upon completion

SURFACE PREPARATION STANDARDS (as applicable)

- SSPC-SP2 Hand Tool Cleaning
- SSPC-SP3 Power Tool Cleaning
- SSPC-SP12 / NACE 5 Surface preparation and cleaning of steel and other hard materials – pressure categorization (LPWC) with visual conditions of surface cleanliness at WJ-4.

PAINT SYSTEMS

Ferrous Metal:

- Primer - First Coat - "Ultra-Grip Premium" (UGPR00) or equal
- Finish - Second and Third Coat - "Evershield" (EVSH50) or equal.

Non-Ferrous Metal (galvanized & aluminum)

- Primer - First Coat - "Ultra-Shield Metal Primer" (ULGM00) or equal
- Finish - Second and Third Coat - "Evershield" (EVSH30) or equal.

SCOPE OF WORK OPTION 3

The vendor shall provide all labor, supervision, materials, tools, equipment, and incidentals. This work entails:

Exterior Painting – See Attachment A Option 3

1. Pressure wash property to remove loose paint, mildew, and debris from all paintable surfaces.
2. Prepare scrape, sand, and treat bottom of tanks with corrosion control all areas as required.
3. Prep and paint Decant Tank 1 and associated piping.
4. Prep and paint No. 1 Iron Manganese System Vessels and associated piping.
5. Prep and paint Decant Tank 2 and associated piping
6. Prep and paint No. 2 Iron Manganese System Vessels and associated piping.

Additional Notes:

- The contractor shall calculate and verify paint coverage area.
- The contractor shall submit samples to the Authority and verify colors, prior to ordering materials.
- Protect all area not being painted from overspray, this includes, but is not limited to, vegetation, landscaping, glass, sidewalks, pavement, vehicles and any areas subject to wind-blown or dripping/falling paint.
- Clean all areas upon completion

SURFACE PREPARATION STANDARDS (as applicable)

- SSPC-SP2 Hand Tool Cleaning
- SSPC-SP3 Power Tool Cleaning
- SSPC-SP12 / NACE 5 Surface preparation and cleaning of steel and other hard materials – pressure categorization (LPWC) with visual conditions of surface cleanliness at WJ-4.

PAINT SYSTEMS

Ferrous Metal:

- Primer - First Coat - "Ultra-Grip Premium" (UGPR00) or equal
- Finish - Second and Third Coat - "Evershield" (EVSH50) or equal.

Non-Ferrous Metal (galvanized & aluminum)

- Primer - First Coat - "Ultra-Shield Metal Primer" (ULGM00) or equal
- Finish - Second and Third Coat - "Evershield" (EVSH30) or equal.

PREVAILING WAGE

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.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at **11:00 A.M.** on **Wednesday, April 17, 2024** at the Authority's Reynolds Desalination Facility (3066 N 2nd Avenue, 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 building to become familiar with the scope of work, location, conditions and restrictions.

Tours of the facilities WILL NOT be provided before or after the pre-proposal conference. The job site tour and inspection are considered to be mandatory, a company representative must be present in order to submit a quote.

Please email Val Martinez at vmartinez@sweetwater.org or (619) 409-6867 if you plan to attend the pre-proposal meeting

INSTRUCTIONS TO BIDDER

Questions

All questions concerning the Pre-Proposal Conference, bid specification or scope of work must be submitted in writing either by mail, facsimile, or e-mail, and received **April 15, 2024 through April 19, 2024, and no later than 2:00 P.M.** at the address below:

Sweetwater Authority
Attn: Purchasing Division
744 F Street
Chula Vista, CA, 91910
Fax # (619) 427-9574
purchasing@sweetwater.org

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

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.

Quotations/Responses

Proposal must be submitted on preprinted forms supplied by the Authority. 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. Additional information may be submitted with the proposal forms.

Additional Information

1. Evidence of Insurance
2. List of Business References, 3 minimum

Right to Waive or Reject

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

Bid Validity

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

Withdrawal of Proposal

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

Taxes

Prices offered shall be inclusive of all applicable taxes.

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.

Period of Performance

Contract will be awarded via issuance of Purchase Order within 90 days of award.

Award

This RFQ will be awarded in its entirety to the Bidder offering the most advantage bid in the Authority's opinion.

Contract Documents

The contract Documents will consist of this RFQ; the successful bidder's completed and signed Bidder's Response Form; and a Purchase Order from the Authority.

Method of Ordering

Upon award, a Purchase Order will be issued as required.

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 the Authority.

Billing Requirement

The Authority expects to be invoiced upon completion of service. One invoice shall be issued that reflects the charges for all painting requirements.

Invoices will be forwarded to:

Sweetwater Authority
505 Garrett Avenue
Chula Vista, CA 91910
Attn.: Accounts Payables
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.

INSURANCE REQUIREMENTS

Commercial General Liability and Automobile Liability Insurance - The 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 - The 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 the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Sweetwater Authority, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the *Contractor's insurance shall be primary insurance* as respects the Sweetwater Authority, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Sweetwater 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 the Sweetwater Authority, its directors, officers, employees, or authorized volunteers.
4. The 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 the Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Sweetwater Authority.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the 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 the Sweetwater Authority.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the Sweetwater Authority. At the option of the Sweetwater 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

The 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.

TERMS AND CONDITIONS

- 1. Governing Law:** 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. Any action brought to enforce the terms and conditions shall be brought in a state or federal court in the County of San Diego.
- 2. Entire Agreement:** All orders may be accepted only on the terms and conditions set forth herein or incorporated herein by reference or set forth on any attachment hereto. Terms in Seller's acceptance in addition to or not identical with such terms will not become a part of this contract, unless agreed to in writing by authorized agent of Sweetwater Authority.
- 3. Acceptance/Inspection:** The goods or services furnished by Supplier shall be exactly as specified in the order, free from all defects in design, workmanship and materials and are subject to inspection and testing by Sweetwater Authority or its authorized representative. Delivery does not constitute acceptance. Sweetwater Authority may reject nonconforming goods or service.
- 4. Substitutions, Changes and Prices:** Sweetwater Authority may make changes within the general scope of an order by giving written notification to the Supplier. If such change affects the cost of or the time to deliver or perform under the order, 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 Sweetwater Authority. Any claim 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 Sweetwater Authority. Under no circumstance should the Supplier stop performance of this order as changed.
- 5. Prevailing Wages:** Pursuant to prevailing wage, Contractor shall pay Contractor's employees and subcontractors the prevailing wage for any and all construction and/or development related work performed in connection with this agreement. Contractor shall indemnify, defend, hold harmless Sweetwater 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 Contractor'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.
- 6. 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 products deemed necessary under this Purchase Order. Delivery does not constitute acceptance.
- 7. Payment:** The time period allowed for payment as indicated on the face hereof or offered by quote or bid, shall commence upon receipt of Supplier's invoice or upon receipt of the goods, whichever is later. 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.
- 8. 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.
- 9. Material Safety Data Sheets (MSDS):** Seller shall provide a MSDS for each product that contains hazardous substances as defined by Cal OSHA. Additionally, Seller shall indemnify and hold harmless Sweetwater Authority from and against all losses, costs, fees, liabilities and damages that Sweetwater Authority may suffer as a result of Seller's failure to comply with the above requirement.
- 10. AWWA Standards and Approved Materials List:** All materials and fittings must meet or exceed AWWA specifications and be listed in **Sweetwater Authority's Approved Materials List - revised November 2008** is incorporated herein and made a part hereof by this reference. If you do not have a copy, a copy can be obtained by calling Engineering at 619-420-1413 or Purchasing at 619-409-6872.
- 11. 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.

12. **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.
13. **Artwork, Designs, Etc.:** If the goods 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 Purchase Order. Any materials, equipment, tools, artwork, designs or other properties furnished by Authority or specifically paid for by Authority shall be Authority's property.
14. **Warranty and Quality Inspection:** Supplier warrants that all articles, materials and work furnished shall be new, unused, free from defects and of a good quality. They 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. If, in Authority's opinion, any article, material or work fails to conform to specifications or otherwise defective, Supplier shall promptly replace same at Supplier's expense. No acceptance or payment by Authority shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
15. **Change Orders:** The Authority shall have the right to revoke, amend or modify this Purchase Order at any time. Supplier's receipt of Authority's written change order without response received by the Authority within ten days or Supplier's shipment or other performance reflecting the change, whichever occurs first, shall be Supplier's acceptance of the change without any price or other adjustments.
16. **Right to Cancel:** Authority shall have the right to cancel at any time for Supplier's breach of any provisions of this order, including failure to meet their stated delivery schedule. Authority may cancel all or any portion of this order if Supplier, in Authority's judgment, is failing to make sufficient progress as to endanger performance of this order in accordance with its terms.
17. **Changes:** Sweetwater Authority may make changes within the general scope of this order by giving written notification to the Seller. If such changes affect the cost of or the time to deliver or perform under this order, an equitable adjustment in price, delivery, or both will be made. No changes by Seller shall be recognized unless agreed to in writing by an authorized agent of Sweetwater Authority. Any claims of Seller for an adjustment in price, delivery, or both must be made in writing within fifteen (15) calendar days from the date of notification by Sweetwater Authority. Under no circumstance should the Seller stop performance of this order as changed.

18. Termination:

- A. **Convenience:** With a thirty (30) day written notice stating the extent and effective date, Sweetwater Authority may terminate this order for convenience in whole or in part, at any time without any further cost to Sweetwater Authority except for goods or services provided. Typically, termination is for changes in needs, funding, or unsatisfactory performance.
- B. **Default:** With a thirty (30) day written notice stating the extend, effective date, and reason, Sweetwater Authority may terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with provisions of this order, or fails to make sufficient progress which will endanger performance in Sweetwater Authority opinion and does not cure such failure within a reasonable period of time, or fails to make deliveries of goods or perform services within the time specified or within any written extension thereof. In such an event, Sweetwater Authority may:
 1. Require immediate delivery of conforming goods or require Seller to repair nonconforming goods or re-perform nonconforming work at Seller's own expense to bring nonconforming goods or services into conformance;
 2. Rework the conforming goods or services with Sweetwater Authority's staff or authorized representatives to bring the goods or services into conformance and reduce the price paid to Seller by Sweetwater Authority's cost;
 3. Seek reimbursement or deduct from any payments due for any additional cost incurred including staff time to locate conforming goods or services.

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

19. **Default:** If the Supplier willfully violates any of the conditions or covenants of the Purchase Order, including refusal or failure to prosecute the Work or any separable part thereof with diligence and in accordance with the schedule specified by the Purchase Order, or if the 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 the Supplier or any of Supplier's subcontractors should violate any of the provisions of this Purchase Order, the Authority may serve written notice upon the Supplier of the Authority's intention to terminate this Purchase Order. This notice of intent to terminate shall contain the reasons for such intention to terminate this Purchase Order, and a statement to the effect that the Supplier's right to perform this Purchase Order shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the Authority have been made for correction of said violations.
20. **Title:** Supplier warrants that any article, material or work is 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 said article, material or work. Title to the materials and supplies purchased hereunder shall pass to the Authority at the F.O.B. point designated on the face hereof, subject to the right of the Authority to

reject upon inspection.

21. **Patent Indemnity:** Seller agrees to indemnify Sweetwater 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 order or arising by reason of the use or disposal by or for the account of Sweetwater Authority of items manufactured or supplied under this order except items manufactured to detailed specifications supplied by Sweetwater Authority.
22. **Assignment or Subcontracting:** No performance of this Purchase Order or any portion thereof may be assigned or sub-contracted by the Supplier without the express written consent of the Authority, which may be withheld for any reason. Any attempt by the Supplier to assign or sub-contract any performance of this Purchase Order without the express written consent of the Authority shall be invalid and shall constitute a breach of this Purchase Order.
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 Purchase Order and procure all permits and licenses, pay all charges and fees.
24. **Safety:** All equipment and materials shall comply with all Federal, State and local safety rules and regulations including OSHA.
25. **Waiver:** Any action or inaction by Sweetwater Authority shall not constitute a waiver of any rights or remedy available herein or by law. The failure of Sweetwater Authority to enforce at any time any of the provisions of this order 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 order or any part thereof, or the right thereafter to enforce each and every provision.
26. **Force Majeure:** Neither Sweetwater Authority or Seller shall be liable for failure to perform its obligations under this order where such failure is a result from any act of God or other cause beyond its reasonable control.
27. **Indemnification:** The Supplier shall indemnify, defend and hold harmless Authority against and from any and all claims or suits for damages or injury arising from Supplier's performance of this Purchase Order or from any activity, work, or thing done, permitted or suffered by Supplier in conjunction with the performance of this Purchase Order, and shall further indemnify, defend and hold harmless Authority against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Supplier hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
28. **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 articles sold or material or work furnished hereunder on the wages, salaries or other remuneration's paid to persons employed in connection with the performance of this Purchase Order; and Supplier shall indemnify and hold harmless the Sweetwater Authority from any liability and expense by reason of Supplier's failure to pay such taxes or contributions.

*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.

Bidder's Response Form

Response Section to RFQ S2024-XX Miscellaneous Painting at Desalination Facility

Date: _____

Name of Company: _____

Address: _____

Contact Name: _____ Title: _____

Signature: _____

Phone Number: _____ E-mail: _____

Pricing Information:

Complete cost for Painting Option 1: \$ _____

Exception and deviation from specifications: _____

Complete Cost for Painting Option 2: \$ _____

Exception and deviation from specifications: _____

Complete Cost for Painting Option 3: _____

Exception and deviation from specifications: _____

REFERENCES

RFQ S2024-XX

Miscellaneous Painting at Desalination Facility

1. Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Description of Work: _____

Contact Amount: _____ Contact Start Date: _____

2. Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Description of Work: _____

Contact Amount: _____ Contact Start Date: _____

3. Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Description of Work: _____

Contact Amount: _____ Contact Start Date: _____

Attachment A

OPTION 1



OPTION 2



OPTION 3

