



# Sweetwater Authority

## Notice

### Request for Quote No. **S2024-06**

For: Water Meters

Bid Release Date:

**Monday, November 20, 2023**

Question Deadline:

**Thursday, December 7, 2023 at 2:00 P.M.**

Bids Due:

**Wednesday, December 20, 2023 at 2:00 P.M.**

In the Purchasing Division at:

Sweetwater Authority

744 F Street

Chula Vista, CA 91910

Buyer: Sylvia McCain

Phone (619) 409-6872

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

## SWEETWATER AUTHORITY

Sweetwater Authority (Authority) is a publicly owned water agency that provides water service to 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

Sweetwater Authority is soliciting bids to establish a requirement contract for the purchase of water meters. Sweetwater Authority will be accepting quotes for a twelve (12) month contract with four (4) one-year renewal options.

## SCOPE OF WORK

Provide all labor, supervision, tools, equipment, materials, and incidentals necessary to provide water meters to be utilized in a potable, cold water application.

### Meter Size Capacity, Length and Estimated Quantity

Meter Size	Capacity	Length	Estimated Annual Usage	Normal Order Quantity
5/8 X 3/4 inch	20 GPM	7-1/2"	1200	200
1 inch	55 GPM	10"	250	25
1-1/2 inch	80 GPM	13"	80	10
2 inch	100 GPM	17"	80	10

The estimates above are provided for the sole purpose of comparing offers. Quantities listed may be increased or decreased to meet the requirements of the Authority. A minimum quantity is not guaranteed. By responding to this RFQ, respondents agree to furnish quantities above or below the estimates given.

### Type

All meters shall be certified for conformance with American National Standards Institute Standard 61 and ANSI. All size meters shall meet the NSF 61 certification. NSF 61 must be stamped on the meter casing. All meters shall meet the following AWWA specifications (with the exception of the brass requirement which shall meet the NSF 61 certification: ANSI/AWWA C700-0 – Cold water Meters – Displacement Type, Bronze Main Case, nutating disc positive displacement type only.

### Meter Model

Respondents must specify meter model numbers on each meter size they propose to offer. Respondents must, **if requested**, be able to provide samples of the meters, and pick them up once notified by the Authority that the evaluation process is completed. Delivery and pick up must be done at the Respondents own expense.

### Marking

The size, model, and direction of flow through the meter shall be marked permanently on the outer case of all meters. All meters shall have manufacturer's serial number stamped on the meter main case and top of the reading lid.

**Bolts**

All main bolts are to be of 300 series non-magnetic stainless steel to prevent corrosion.

**Strainers**

All meters shall have internal strainers, unless used for applications that do not require them.

**Registers**

The register is to be of straight reading, with a minimum of six-numeral wheel and shall read in cubic feet only. Direct reading register cups to be of corrosion-free material, and be covered by a high strength impact resistant hermetically sealed glass to prevent breakage, fogging, condensation or accumulation of sand/soil. Registers are to be secured to the main case with a plastic tamperproof seal, to allow for in-line service replacement. Register boxes and lids for 1, 1-1/2 and 2-inch meters should be 821 Bronze only. Register boxes and lids for 5/8-inch meters are acceptable in standard 821 Bronze or composition plastic. Please specify material quoted and if available include pricing for both bronze and composition plastic options for 5/8-inch meters.

The Authority performs meter reading by visual means only; therefore, meters with larger, legible numbers that are easier to read from various angles may be given extra consideration. Numeral wheels and background must be of contrasting colors to allow for easy reading; digits that read less than 100 cubic feet must also be of a different color of the wheels that read over 100 cubic feet.

Registers should also have the capability to be retrofitted to be compatible with any AMI or Cellular device/system.

As an option please include pricing for encoder registers on all meters, as the Authority is looking at possibly transitioning to new meter technology in the future.

**Meter Bodies:**

Meter bodies for 1, 1-1/2 and 2 inches should be 821 Bronze only. 821 Bronze bodies are preferred, but a composition plastic body with bronze or metal thread inserts may be considered for 5/8-inch meters only. Please specify material quoted and if available include pricing for both bronze and composition options for 5/8-inch meters.

**Required Service Life**

Meters and register units shall have a design service life expectancy of 10 years. Meters that fail to perform to at least AWWA repaired meter accuracy standards due to defective design and/or materials and/or workmanship within this period after installation shall be replaced and all costs paid by the Manufacture or Supplier (contractor) upon demand without cost to the Authority. The contractor shall pay all freight cost, labor, and materials for the return of the defective meters and new replacement meters.

**Qualifications**

Bidder must be a manufacturer or authorized distributor of the manufacturer for the water meters proposed. The authorized distributors must regularly maintain a substantial stock of the water meters quoted and must be actively engaged in the sale of water meters. A Sweetwater Authority representative may examine such stock and facilities at any time either before award is made or during the life of the contract.

## **AWWA Standards**

All materials and fittings must meet or exceed AWWA specifications.

## **Markings**

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.

## **Assembly Bill 1953**

All bronze components in contact with potable water shall be leadfree in accordance with Assembly Bill 1953 (AB1953), excluding service saddles, backflow preventers for non-potable services, such as irrigation and industrial, and water distribution main gate valves that are greater than two (2) inches.

## **DELIVERY REQUIREMENTS**

### **Delivery**

Meters shall be delivered on an as needed, as called for basis, and should be made following a confirmed request for each delivery.

Delivery is FOB:                      Sweetwater Authority  
    Operations Center  
    744 F Street  
    Chula Vista, CA 91910

Hours of delivery are Monday through Thursday 8:00 A.M. to 3:00 P.M.

### **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.

### **Inspection**

Delivery does not constitute acceptance. Sweetwater Authority reserves the right to inspect any equipment, materials, or goods or services provided for conformance to the specifications contained herein. Material discovered to be in non-compliance shall be returned and immediately replaced with conforming materials at seller's sole expense. Sweetwater Authority will seek reimbursement or deduct from any payments due for any additional cost incurred including staff time to locate conforming materials.

## **INSTRUCTIONS TO PROPOSER**

### **Questions**

All questions concerning bid specification or scope of work must be submitted in writing either by mail, facsimile, or e-mail, and received by **2:00 P.M. on Thursday, December 7, 2023** at the address below:



such discrepancies. If one document is not clearly marked “MASTER,” Sweetwater Authority reserves the right to use the original as the Master. If no document can be identified as an original bearing the original signatures, the proposal may be rejected at the discretion of Sweetwater Authority

**Proposals submitted in response to this RFQ shall include:**

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.

3) New Supplier Information:

New suppliers shall complete and return a W-9 and a 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 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.

**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.

Results will be posted on the Authority website at [www.sweetwater.org](http://www.sweetwater.org), About Us, Bid Opportunities & 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
- Qualifications to provide the required meters
- Ability of Respondent to perform under the terms and conditions specified
- References from other clients
- Pricing

### **Contract Documents**

The contract documents will consist of a contract from the Authority, this RFQ, and the successful bidders completed and signed Bidder's Response Form, and Certificate of Insurance. Individual Purchase Order(s) will be issued as meters are ordered.

### **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.

### **Billing Requirement**

Invoices shall reflect the individual purchase order number as assigned to each order. 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](mailto: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.

## TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

- 1. Purchase Order:** These terms and conditions govern the implementation of the purchase order to which they are attached ("Purchase Order"). In the case of any conflict between the Purchase Order, these terms and conditions, and any attachments incorporated herein by reference, these terms and conditions shall govern. The Purchase Order, these terms and conditions and any attachments incorporated herein are sometimes referred to herein as the "Contract".
- 2. Definitions:** As used herein, "Goods" shall mean and refer to all articles, items, parts, materials, goods, supplies, or products, and any associated labor or services, furnished by Supplier. As used herein, "Services" shall mean all work or services furnished by Supplier.
- 3. Acceptance/Inspection:** Goods or Services shall be exactly as specified in the Purchase Order, free from all defects in design, workmanship and materials and are subject to inspection and testing by Authority or its authorized representative. Delivery does not constitute acceptance. Authority may reject nonconforming Goods or Services, or exercise any other right specified herein related to nonconforming Goods or Services.
- 4. Prices:** Unless expressly provided otherwise, all prices and fees specified in the Purchase Order are firm and shall not be subject to change without the written approval of Authority. No extra charges of any kind will be allowed unless specifically agreed to in writing by Authority's authorized representative. Unless otherwise specified herein, the total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods or Services furnished to Authority hereunder; and (ii) all charges for packing, freight and transportation to destination.
- 5. Payment:** The time period allowed for payment as indicated on the Purchase Order shall commence upon receipt of Supplier's invoice or upon receipt of the Goods or performance of the Services, whichever is later, and approval by Authority of the invoice. All shipping documents and invoices must reference Authority Purchase Order number in order to be processed. Orders delivered directly to job sites may require proof of delivery prior to payment. Acceptable proof is a signed packing slip acknowledging delivery. Payments otherwise due may be withheld by Authority on account of defective Goods or Services not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Contract, or to protect Authority against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, Authority may remove them at Supplier's expense.
- 6. Schedule; Liquidated Damages:** The time of Supplier's performance is of the essence for this Contract. The Goods or Services shall be delivered in accordance with any schedule set forth in the Purchase Order. Supplier must immediately notify Authority in writing any time delivery is behind schedule or may not be completed on schedule. If delivery does not occur on schedule it is understood that Authority will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Supplier shall pay to Authority, as liquidated damages not as a penalty, the sum of one hundred (\$100.00) dollars per day for each and every calendar day delay in finishing the Contract and/or failing to deliver the Goods or completing the Services.
- 7. Packaging:** Packaging must be of sufficient quality and strength to adequately protect the Goods against jolting, rough handling, accidents, and all other dangers inherent in the movement, handling, transportation, and storage of the Goods.
- 8. All Shipments are F.O.B. Delivered:** Supplier assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods under the Contract.
- 9. Title:** Supplier warrants that all Goods and Services are free and clear of all liens and encumbrances whatsoever, and that Supplier has a good and marketable title to same, and Supplier agrees to hold Authority free and harmless against any and all claimants to the Goods. Title to the Goods purchased hereunder shall pass to the Authority at the F.O.B. point designated on the Purchase Order, subject to the right of Authority to reject upon inspection.
- 10. Material Safety Data Sheets (MSDS):** Supplier shall provide a MSDS for any and all Goods that contain hazardous substances as defined by Cal OSHA. Supplier shall indemnify and hold harmless Authority from and against all losses costs, fees, liabilities and damages that Authority may suffer as a result of Supplier's failure to comply with the above requirement.
- 11. AWWA Standards and Approved Materials List:** As applicable, Goods must meet or exceed AWWA specifications and be listed in Sweetwater Authority's Approved Materials List - revised November 2008 ("Approved List") which is incorporated herein and made a part hereof by this reference. The Approved List can be obtained by calling the Authority Engineering at 619-420-1413 or Purchasing at 619-409-6872.
- 12. Markings on Fittings:** All ductile-iron fittings shall have distinctly cast on the outside of the body the identity of the standard; the pressure rating; nominal diameter of the openings; manufacturer's identification; the country where cast; the letters DI or word "Ductile"; and the number of degrees or fraction of the circle on all bends.
- 13. Assembly Bill 1953:** All bronze components in contact with potable water shall be low lead in accordance with Assembly Bill 1953 (AB1953), excluding service saddles, backflow preventers for non-potable service, such as irrigation and industrial, and water distribution main gate valves that are greater than two inches.
- 14. Artwork, Designs, Etc.:** If the Goods or Services are to be produced by Supplier in accordance with designs, drawings or blueprints furnished by Authority, Supplier shall return same to Authority upon completion or cancellation of this Contract. Any materials, equipment, tools, artwork, designs or other properties furnished by Authority or specifically paid for by Authority shall be Authority's property.
- 15. Warranty and Quality Inspection:** Supplier warrants that all Goods furnished shall be new, unused, and free from defects and of a good quality for a period of one year, or such longer period as provided by a manufacturer's warranty. Goods shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to Authority's inspection; but neither Authority's inspection nor failure to inspect shall relieve Supplier of any obligation hereunder. Supplier further warrants that any Services provided hereunder will be performed in a professional and workmanlike manner and in accordance with the highest industry standards. If, in Authority's opinion, any Goods or Services fail to conform to specifications or are otherwise defective, Supplier shall, immediately after receiving notice from Authority, at the option of Authority, and at Supplier's own expense and without cost to Authority: (i) repair the defective Goods or Services; (ii) replace the defective Goods or Services with conforming Goods or Services, F.O.B. Authority's plant, office or other location of Authority where the Goods or Services were originally performed or delivered; or (iii) repay to Authority the purchase price of the defective Goods or Services. If Authority selects repair or replacement, any defects will be remedied without cost to Authority, including but not limited to, the costs of removal, repair and replacement of the defective Goods or Services, and reinstallation of new Goods or Services. All such defective Goods or Services that are so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods or Services which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to Authority. No acceptance or payment by Authority shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
- 16. Site Maintenance.** The site of any installation work related to Goods or where Services are performed shall be kept clean and free of hazards at all times during use thereof by Supplier. After any installation of Goods or completion of Services, as applicable, Supplier shall clean the surrounding area to its prior condition.
- 17. Changes:** Authority may make changes, at any time, to the Goods or Services, including but not limited to, Authority's requirements and specifications, by giving written notification to Supplier. If such changes affect the cost of or the time to deliver or perform under this Contract, an equitable adjustment in price, delivery, or both will be made. No changes by Supplier shall be recognized unless agreed to in writing by an authorized agent of Authority. Any claims of Supplier for an adjustment in price, delivery, or both must be made in writing within fifteen (15)



calendar days from the date of notification by Authority, or shall be waived. Under no circumstance should Supplier stop performance of this Contract as changed. Any change in the price necessitated by such change will be agreed upon between Authority and Supplier and such change will be authorized by a change order document signed by Authority and accepted by Supplier.

**18. Termination:**

- A. Convenience:** With written notice stating the extent and effective date, Authority may terminate this Contract, in whole or in part, for convenience at any time without any further cost to Authority except for Goods or Services provided prior to the effective date of termination.
- B. Default:** If Supplier is in default of or willfully violates any of the conditions or covenants of this Contract, including refusal or failure to prosecute its obligations or any separable part thereof with diligence and in accordance with the schedule specified by the Purchase Order, or if Supplier should be adjudged a bankrupt, or if Supplier should make a general assignment for the benefit of Supplier's creditors, or if a receiver should be appointed on account of Supplier's insolvency, or Supplier or any of Supplier's subcontractors should violate any of the provisions of this Contract, Authority may serve written notice upon Supplier of Authority's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that Supplier's right to perform this Contract shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to Authority have been made for correction of said violations. In such an event, Authority may:
1. Require immediate delivery of conforming Goods or require Supplier to repair nonconforming Goods or re-perform nonconforming Services at Supplier's own expense to bring nonconforming Goods or Services into conformance;
  2. Rework the nonconforming Goods or Services with Authority's staff or authorized representatives, including other contractors, to bring the Goods or Services into conformance and reduce the price paid to Supplier by Authority's cost;
  3. Seek reimbursement or deduct from any payments due for any additional cost incurred including staff time to locate conforming Goods or Services, or otherwise related to Supplier's default.

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

- 19. Patent Indemnity:** Supplier agrees to indemnify Authority, its officers, board members, employees, and authorized volunteers against liability of any kind including the costs and expenses incurred for the use of any invention or discovery and for the infringement of any patent occurring in the performance of this Contract or arising by reason of the use or disposal by or for the account of Authority of Goods manufactured or supplied under this Contract, except items manufactured to detailed specifications supplied by Authority.
- 20. Assignment/Subcontracting/Independent Contractor Status:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by the Supplier without the express written consent of Authority, which may be withheld for any reason. Any attempt by Supplier to assign or sub-contract any performance of this Contract without the express written consent of Authority shall be invalid and shall constitute a breach of this Contract. Supplier is retained as an independent contractor and is not an employee of Authority. No employee or agent of Supplier shall be considered an employee of Authority. Authority shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, or any other person resulting from performance of this Contract.
- 21. Safety:** All Goods and Services shall comply with all Federal, State and local safety rules and regulations including OSHA.
- 22. Prevailing Wages:** Pursuant to prevailing wage, Supplier shall pay Supplier's employees and subcontractors the prevailing wage for any and all "public works" and "maintenance projects" as defined in Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., performed in connection with this Contract. Supplier shall indemnify, defend, hold harmless Authority, its officers, agents, employees and volunteers from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith arising out of or in any way connected with Supplier's failure to pay prevailing wage. Prevailing wage shall be as determined by the Director of the Department of Industrial relations in accordance with the standards set forth in Section 1770 et SEQ. of the Labor Code. Pursuant to labor code Section 1771, prevailing wages do not apply to jobs under \$1,000.
- 23. Compliance with Law:** Supplier warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract and procure all permits and licenses, pay all charges and fees.
- 24. Indemnification:** Supplier shall defend, indemnify and hold the Authority, its elected officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the Goods or Services or the performance of this Contract, including without limitation the payment of all attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the Authority. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its elected officials, officers, employees or agents.
- 25. Taxes:** Unless otherwise provided herein or required by law, Supplier, except out-of-state\*, assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the or work furnished hereunder on the wages, salaries or other remuneration's paid to persons employed in connection with the performance of this Contract; and Supplier shall indemnify and hold harmless Authority from any liability and expense by reason of Supplier's failure to pay such taxes or contributions.
- 26. Insurance:** Supplier shall take out and maintain, during the performance of all work under this Contract, Commercial General, Automobile and Worker's Compensation Liability Insurance at policy limits and with insurance companies acceptable to Authority, as further detailed below. Evidence of insurance shall be provided to Authority before work commences.
- 27. Waiver:** Any action or inaction by Authority shall not constitute a waiver of any rights or remedy available herein or by law. The failure of Authority to enforce at any time any of the provisions of this Contract or to exercise any option provided herein, or to require at the any time performance of any of the provisions hereof, shall in no way be construed to be a present or future waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right thereafter to enforce each and every provision.
- 28. Force Majeure:** Neither Authority or Supplier shall be liable for failure to perform its obligations under this Contract where such failure is a result from any act of God or other cause beyond its reasonable control.
- 29. Successors and Assigns:** This Contract shall be binding on the successors and assigns of the parties.
- 30. Governing Law:** This Contract and all orders shall be deemed to be made in the County of San Diego, State of California and shall in all respects be construed and governed by the laws of California. Venue shall be in the County of San Diego.
- 31. Entire Agreement:** All orders may be accepted only on the terms and conditions set forth in this Contract. Terms in Supplier's acceptance in addition to or not identical with such terms will not become a part of this Contract. This Contract represents the entire agreement between the parties hereto related to the Goods or Services.
- 32. Amendment:** No modification or amendment of this Agreement shall be binding unless executed in writing and signed by the parties hereto.
- 33. Severability:** The unenforceability, invalidity or illegality of any provision of these terms and conditions shall not render the other provisions unenforceable, invalid or illegal.

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

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

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

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

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

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

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

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

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

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

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

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

**Deductibles and Self-Insured Retentions**

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

**Acceptability of Insurers**

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

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

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

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

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

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

Updated 2020-c1

# Bidder's Response Section

RFQ: S2024-06 Water Meters

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

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

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

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

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

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

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

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

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

## Sales Representative:

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

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

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

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

## Ordering Information:

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

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

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

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

## Billing Information:

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

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

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

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

**Pricing:**

Item	Brand and Model Quoted	Quote for Composite Plastic	Quote for 821Bronze	Option Pricing Quote with Encoder Register
5/8 X 3/4 Inch Meters		<input type="checkbox"/> Register <input type="checkbox"/> Body		
1 Inch Meter		Not Acceptable		
1 1/2 Inch Meters		Not Acceptable		
2 Inch Meters		Not Acceptable		

Please Note: As an option please include pricing for encoder registers on all meters, as the Authority is looking at possibly transitioning to new meter technology in the future.

**Replacement Parts:**

Size	Chambers		Registers		Gaskets	
	Part #	Cost	Part #	Cost	Part #	Cost
5/8 X 3/4		\$		\$		\$
1 inch		\$		\$		\$
1-1/2 inch		\$		\$		\$
2 inch		\$		\$		\$

**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: \_\_\_\_\_%

Do you offer any type of parts exchange programs? \_\_\_\_\_

If yes please attach details of parts exchange program.

Quoted meters are compatible with the following Automated Meter Reading systems:

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Exceptions to Specifications:

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## STATEMENT OF BIDDER'S QUALIFICATIONS

RFQ S2024-06 Water Meters

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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5. Additional information: Any other relevant information that supports the proposal:

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# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**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.

<b>Social security number</b>											
				-							
<b>or</b>											
<b>Employer identification number</b>											

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://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-INT (interest earned or paid)

- 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.*



# Sweetwater Authority Vendor Profile Form

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

## Vendor

Business/Vendor Name:

Phone Number:

Street Address:

City:

State and Zip Code:

Web Site Address:

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## Type of Business:

Please select one...

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## Remittance Address

Street Address

City, State, and Zip Code

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## Representative Contact

Name:

Job Title:

Phone Number:

Email Address:

## Accounting Contact

Name:

Job Title:

Phone Number:

Email Address:

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## 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](mailto:Purchasing@sweetwater.org)