

State Multiple Award (SMA) 2-14-89-201
SUPPLIER APPLICATION TERMS AND CONDITIONS

NOTE THESE TERMS AND CONDITIONS ARE NOT REQUIRED TO BE RETURNED WITH SMA SUPPLIER APPLICATION

1. SMA TERM:

This SMA 2-14-89-201 will be effective June 16, 2014 and end June 30, 2016, with an option to extend the SMA for additional one (1) year periods, or portion thereof. The State reserves the right to terminate the SMA for convenience upon thirty (30) days written notice.

SUPPLIER APPROVAL TERM:

The list of approved SMA suppliers is valid until June 30, 2016. Any application received and approved during the term of the SMA will be valid until June 30, 2016. Should the SMA be extended, the state may extend the SMA supplier list or may elect to require suppliers to submit a renewal application to continue to be listed as an approved SMA supplier.

2. GENERAL PROVISIONS:

Except where these terms and conditions or the SMA User Instructions provide otherwise, the following General Provisions apply to purchases from this State Multiple Award (SMA):

- Non-IT Commodities General Provisions (Revised and Effective 06/08/2010)
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

3. SCOPE

The SMA is intended for purchase of Bulk Potable Drinking Water.

State departments and local government agencies may use the SMA to purchase bulk potable water in the event of an emergency (local, state, or federal).

Additional products or services related to the purchase of Bulk Drinking Water may also be obtained such as water storage tanks, dispensing equipment, hoses, or pressure pumps.

4. DEFINITION OF BULK DRINKING WATER

Bulk Drinking Water includes only potable water from a licensed municipal or private water source transported by a licensed water hauler using a licensed vehicle, with a container capacity of a minimum 250 gallons.

Under no circumstances may this SMA be used for the purchase of nonpotable water, water from an unapproved source, or water transported via trucks operating without a water hauler license issued by the California Department of Public Health.

5. SUPPLIER PARTICIPATION REQUIREMENTS

To be eligible to participate in the SMA, a supplier must submit an application as described in Section 20 below and agree to comply with all of the following requirements:

- A. Suppliers must at all times remain current on business qualifications including California retailer's seller's permit, vendor data payee record (STD-204), and small or disabled veteran business certification (if applicable);
- B. Supplier must hold a current Water Hauler license issued by the California Department of Public Health, Food and Drug Branch.
- C. Suppliers must respond to any request for a price quote from any state agency within three (3) business days unless more time is needed as deemed by the procurement official. A supplier may comply with this

requirement by indicating, within the required time frame, that the supplier does not wish to submit a quote or that the request is incomplete and additional information is required in order to provide a quote.

- D. A supplier must deliver products and/or provide requested services in accordance with the delivery schedule provided by the ordering agency.
- E. Where the timelines specified in Section 5.D. cannot be met, the agency placing the order will have the option to allow the supplier additional time to resolve the problem or cancel the order.
- F. Suppliers must comply with all applicable SMA rules, procurement statutes, and regulations.

6. SUSPENSION OF SUPPLIERS

- A. A supplier may be suspended and removed from the approved SMA suppliers list if:
 - (1) The supplier no longer meets eligibility requirements set forth in Section 5 or fails to comply with applicable rules.
 - (2) The supplier fails to disclose required information on the supplier's application form or provides inaccurate or misleading information.
 - (3) The supplier fails to promptly notify the State Contract Administrator of any changes in company information supplied on the supplier's application form.
 - (4) The supplier repeatedly fails to perform and/or deliver on a purchase order as required under Section 5.
 - (5) Within the past six (6) months there have been at least three complaints about a supplier's products or services, which, after notice to the supplier, remain unresolved.
- B. Before a supplier is suspended, the supplier will be provided with written notice of the grounds for suspension and an opportunity to present evidence or arguments as to why suspension is not appropriate.
- C. If grounds for suspension are established, the supplier will be removed from the approved list of suppliers for a minimum of six months, or until the end of the current term of the SMA, whichever is less. For particularly flagrant misconduct, the State Contract Administrator may suspend the supplier for a longer period of time to be specified in the notice of suspension.
- D. At the end of the suspension period, or whenever all suppliers are again required to re-apply, a suspended supplier may apply for reinstatement based on a showing that steps have been taken to address the issues which led to the original suspension.

7. ORDERING PROCEDURE

For information on ordering and procurement procedures, see the SMA User Instructions.

8. INFORMATION CHANGES:

Any changes to company information supplied on the supplier application should be immediately sent to the State Contract Administrator in writing. Failure to notify the State Contract Administrator may result in removal from the SMA.

9. RETAILER SELLER PERMIT:

All suppliers providing tangible property shall provide a copy of their California retailer's seller's permit (or permit number) issued by California's State Board of Equalization (BOE) with their application. For more information on California Seller's Permits, see the BOE's website at www.boe.ca.gov.

10. CDPH WATER HAULER'S LICENSE

The California Department of Public Health Water Hauler License will be verified for each firm at the time of application. Ordering agencies should verify current license status at time of order. Supplier shall provide license information for each truck used at time of delivery.

11. PAYEE DATA RECORD:

All SMA suppliers shall have a completed Payee Data Record (STD 204) on file with the State Contract Administrator. Suppliers should submit the completed form with their application. (The form is available at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>)

12. SB/DVBE CERTIFICATIONS:

The Office of Small Business and Disabled Veteran Business Enterprise Certification offers SB/DVBE certification information and may be reached at:

Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605
Homepage: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
Receptionist: (916) 375-4940
Facsimile: (916) 375-4950

13. INSURANCE

Prior to performing any work under this contract for a State Agency, the Contractor must provide a Certificate of Insurance providing proof of insurance to the contract administrator. Refer to Attachment A for the applicable and specific Insurance requirements and coverage limits.

The insurance carrier shall provide an endorsement for the additional insured statement as follows: The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The additional insured endorsement must accompany the certificate of insurance.

Local or other non-State governmental agencies may impose their own insurance requirements on vendors for work performed under this contract.

14. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

15. EQUIPMENT INDEMNIFICATION

The Contractor shall indemnify the State for any claims against the State for loss or damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.

16. LICENSES AND PERMITS

- A. The Contractor shall be properly licensed in accordance with the laws of the State of California.
- B. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is located within the State of California, the Contractor must have a business license from the city/county in which it is headquartered, however if Contractor is a corporation, a copy of its incorporation documents/letter from the Secretary of State's Office may substitute for a business license. If Contractor is located outside the State of California, Contractor must submit a copy of its business license or incorporation papers for its state of residence showing that the Contractor is in good standing in that state.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. PROHIBITION OF DELINQUENT TAXPAYERS

Public Contract Code (PCC) Section 10295.4 prohibits the State from entering into an agreement for goods or services with any taxpayer, whose name appears on either list maintained by the State Board of Equalization or the Franchise Tax Board pursuant to Revenue and Taxation Code sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. PCC Section 10295.4 provides no exceptions to these prohibitions.

18. DARFUR CONTRACTING ACT:

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on, or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Suppliers are required to submit a completed Darfur Contracting Act Certification Form with their SMA Supplier Application if their company currently or within the previous three (3) years has had business activities or other operations outside of the United States.

The Darfur Contracting Act Certification Form is located at:

http://www.documents.dgs.ca.gov/pd/contracts/forms/SPS_darfur.pdf

Note: The Darfur Contracting Act Certification Form is not required for companies who have not, within the previous three years, had any business activities or other operations outside of the United States.

19. PERFORMANCE ISSUES AND OTHER CONTRACT ADMINISTRATION MATTERS:

State departments and local governmental agencies wishing to report a supplier performance, compliance or payment issues should contact:

The Department of General Services, Procurement Division (DGS/PD) Contract Administrator is the single point of contact for all SMA issues. The contact person at DGS/PD is:

Ashley Lockwood, Contract Administrator
DGS - Procurement Division
707 3rd Street, 2nd Floor, MS 201
West Sacramento, CA 95605
Telephone: (916) 375-4575
Facsimile: (916) 375-4439
Email: ashley.lockwood@dgs.ca.gov

20. APPLICATION COMPLETION INSTRUCTIONS:

The SMA Supplier Application (Form FAU PW-02) must be completed according to the following instructions and submitted to the State Contract Administrator.

Enter the appropriate company information in the supplier application fields as follows:

Field Name	Instructions
Company Name	Enter company name, as it will appear on the listing.
Address	Enter company address including city, state, and zip code.
Telephone No.	Enter company's telephone number for placing agency orders.

Facsimile No.	Enter company's facsimile number for placing agency orders.
Email Address	Enter email address for placing agency orders.
Contact Name	Enter contact name for company.
Federal Tax ID	Enter Federal Tax Identification Number for your company.
Website (optional)	Enter company's website address.
Reseller's Permit No.	If your company is selling tangible property (i.e. equipment), enter company's reseller's permit number issued by the California Board of Equalization (BOE).
Certifications	Check all California certifications that apply to your company.
Certification No.	Enter SB/DVBE certification number issued by the State of California Department of General Services, Procurement Division, if applicable.
Bulk Potable Water Delivery	List the number and load size (in gallons) for the trucks that will be used for delivery. Estimate, to the best of your ability, the size of delivery your company would be capable of performing in a single day.
Additional Products and Services	Briefly describe any additional products and services your company would be able to perform on this contract. Examples include water storage tanks, dispensing equipment, pumps, etc.
Counties Served	Check the name of each county your company is generally capable of delivering to, under normal circumstances. If you serve only a portion of a county, please check the box for the county. Note: Depending on the scale of response required, and the response of companies within the area, agencies may contact suppliers for service outside of their normal service area.
Terms and Conditions	Check the box to indicate your company has read and agrees to the terms and conditions of the SMA as set forth above.
Name/Title	Enter the Name and Title of the authorized representative signing for your company.
Signature	Signature of the authorized representative for your company.
Date	Date of authorized representative's signature.

**State Multiple Award (SMA) 2-14-89-201
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Attachment A**

1. SCOPE

The following requirements are only applicable to agreements between State agencies and the Contractor. Local agencies and other agencies may impose their own requirements, which may differ from those below.

2. INSURANCE REQUIREMENTS

A. Commercial General Liability

1) Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

2) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the contract administrator.

3. GENERAL PROVISIONS REQUIRED IN ALL INSURANCE POLICIES

A. Deductible:

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

B. Coverage Term:

Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the contract administrator at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.

C. Policy Cancellation or Termination and Notice of Non-Renewal:

Contractor shall provide to the contract administrator within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

D. Primary Clause:

Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

E. Inadequate Insurance:

Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.

F. Endorsements:

Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

G. Insurance Carrier Required Rating:

All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

Department of General Services, ORIM Website: <http://www.dgs.ca.gov/orim/home.aspx>

H. State Responsible:

The State will not be responsible for any premiums or assessments on the policy.