

REQUEST FOR BID

This Is Not An Order - Make A Copy For Your File - Return Original

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT (REGIONAL SAN) 8521 Laguna Station Road Elk Grove, CA 95758		Issue Date	October 16, 2019
		Bid Number	RFB#8353
C O N T R A C T O R	(Name and Address here)	Return your proposal in an envelope, sealed and clearly marked on outside with bid number and date shown below to: Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758 Attn: RFB#8353 Proposal must be received and logged in prior to the date and time indicated. Proposal will not be accepted after 3:00 P.M. on: November 22, 2019	
		For Additional Information Contact	
		Issuing Officer:	Tamblynn Stewart
		PHONE:	(916) 875-9014
Delivery Requirement:		Merchandise Delivery To: New Natomas Pump Station 3360 Airport Road Sacramento, CA 95834	

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Request for Proposal:

Firm Name	Terms of Sale
Signature	F.O.B. Point: Destination
Printed Name	Shipping Date _____ / ARO
Job Title	Estimated Day of Arrival at Destination /After Shipment
Date:	Telephone:
E-Mail:	Fax:

**N51/N50 Cutler Hammer/Eaton Medium Voltage
Circuit Breakers Spares Procurement Project**

N51/N50 Cutler Hammer/Eaton Medium Voltage Circuit Breakers Spares Procurement Project

This Request for Bid (RFB) is to purchase and deliver two medium voltage circuit breakers for the N51 pump station, in accordance with the instructions, specifications and terms and conditions attached hereto. By submitting a signed bid, the bidder certifies that the entire Request for Bid package has been received, reviewed, and is included with the bidder's response. **Bidders must attend the Mandatory Pre-Proposal Meeting to obtain circuit breaker information to verify interoperability on October 31, 2019 at 10AM at the N51 Pump Station located at 3360 Airport Blvd, Sacramento, 95834.**

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San), located at 8521 Laguna Station Road, Elk Grove, CA 95758, invites sealed bids for the purchase and delivery of one each:

Eaton 1200A 4.76kV 50VCP-W350 Medium Voltage Vacuum Breaker

Eaton 3000A 4.76kV 50VCP-W350 Medium Voltage Vacuum Breaker

Items to be delivered to the N51 Pump Station, located at 3360 Airport Blvd, Sacramento, CA 95834

Bids will be received at Regional San, 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00p.m., November 22, 2019** to be publicly opened and declared aloud by District representatives.

- 1) Any bidder who wishes its bid to be considered is responsible for making certain that its bid is actually delivered to the District Office. Bids shall be addressed to:

Sacramento Regional County Sanitation District
8521 Laguna Station Rd
Elk Grove, CA 95758
ATTN: RFB #8353

- 2) Bidder envelope must clearly list contractor name and return address. Envelopes that do not list contractor name and address will not be opened.
- 3) Equipment must be delivered by March 1, 2020, unless Regional San approves an extension.

The District reserves the right to reject any or all bids and waive any irregularity in bids received.

KEY ACTION DATES

RFB Issued:	October 16, 2019
Mandatory Pre-Bid Meeting (10AM) Located at the N51 Pump Station See Enclosed Driving Directions	October 31, 2019
Question Deadline:	November 7, 2019
Bid Due Date:	November 22, 2019 by 3:00 PM
Intent to Award:	November 29, 2019
Purchase Order:	December 11, 2019

INTRODUCTION

INVITATION: Sacramento Regional County Sanitation District (Regional San), invites Responses which offer to provide the goods and/or services identified on the Cover Sheet, page 1.

DEFINITIONS: We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document:

WE/US/OUR: are terms which refer to the Sacramento Regional County Sanitation District, a duly organized public entity. They may also be used as pronouns for various subsets of the District organization, including, as the context will indicate:

Regional San – Sacramento Regional County Sanitation District
District – Sacramento Regional County Sanitation District

YOU/YOUR: are terms which refer to businesses having some sort of relationship to or with us. The term may apply differently as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Bidder or Supplier will have:

Dealer – A business entity which may provide the subject goods and/or services.

Bidder – A business entity submitting a Response to this request for bid. Suppliers which may express interest in this RFB, but which do not submit a Response, have no obligations with respect to the bid requirements.

Contractor – The Bidder who’s Response to this RFB is found by Purchasing to meet the needs of the District. Contractor will be selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

REQUEST FOR BID (RFB): This entire document, including attachments.

RESPONSE: The written, signed and sealed document submitted according to the RFB instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response.

RFB CLARIFICATION: Questions regarding this RFB should be directed in writing to the Issuing Officer specified on the Cover Sheet, page 1. Answers, citing the question, but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders.

RFB AMENDMENT: If it becomes evident that this RFB must be amended, we will issue a formal written amendment to all known prospective Bidders.

AWARD: Award will be made to the lowest responsible bidder.

CONTRACT EXECUTION: This RFB and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth.

PROTESTS: After receipt of the District’s “Intent to Award” notice, any bidder who has questions or concerns should immediately contact the Issuing Officer for discussion. Any bidder who believes that they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of the District. **No protest received after 4 p.m. on the 3rd business day shall be accepted.**

If any District holiday falls within the 3 business day protest response period the protest acceptance period will be extended by the holiday(s). For example, if the Intent to Award notice is issued on a Friday, a protest must be received by Wednesday at 4 p.m. Should any of the 3 days be a County holiday the deadline will be extended by the number of holidays occurring during the 3 business day protest response period.

PRECEDENCE: In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract;
- 2) the provisions of the Bidder’s Response (as it may be clarified);
- 3) the provisions of the RFB (as it may be supplemented);
- 4) the provisions of the County Standard Specifications.

CLAIMS: Claims for \$375,000 or less shall be in accordance with Section 20104 of the Public Contract Code.

ISSUING OFFICER: The issuing officer and mailing address to send Bids, questions, and all other correspondence concerning this RFB is:

Tamblynn Stewart
Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9014
stewartt@sacsewer.com

PROJECT CONTACT:

Ronald Baptista
Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
Telephone: (916) 876-6009
baptistar@sacsewer.com

VENDOR EXAMINATION OF THIS RFB/QUESTIONS: Vendor shall examine carefully the entire RFB and any addenda thereto, and all related materials, and data referenced in the RFB or otherwise available, and shall become fully aware of the system needs through discussion and visits with the District.

If vendors discover an ambiguity, conflict, discrepancy, omission or other errors in the RFB, they shall immediately notify the Issuing Officer of such error in writing and request modification of the document. Modifications shall be made by addenda.

Vendors requiring clarification of the intent or content of this RFB or on procedural matters regarding the bid process may request clarification by contacting the Issuing Officer identified above.

SUBMISSION OF BIDS: Bids should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of the RFB.

Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content. Contractor bids shall be completed in all respects as indicated. A bid may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind.

Bids which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the bid and the attribute, condition or capability as a requirement of the RFB, the bid shall be rejected.

The bid must be signed by an individual who is authorized to bind the proposing firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. An unsigned Bid shall be rejected.

ACCEPTANCE AND REJECTION OF BIDS – The District reserves the right:

- To reject any or all Bids, or any part thereof;
- To waive any informality in the Bid;
- To accept the Bid that is in the best interest of the District.

The District's decision shall be final.

Information provided in this proposal:

- Cover Page
- Notice to Contractors
- Key Action Dates
- Introduction
- Contents & Response Pages
- Bid Inquires
- Specifications
- Cost Response Page
- General Terms and Conditions
- District Insurance Requirements
- Insurance Coverage Statement
- Additional Bidder Information
- Warranty / Product Support
- Standard Terms & Conditions
- Exceptions Response Page

Bidder Response: Interested bidders must complete and return the following pages/sections by the closing date and time shown on the cover page in order to be considered. Other pages may be filed in your records.

- Cover Page with authorized signature
- Cost Response
- Insurance Coverage Statement
- Additional Bidder Information
- Warranty / Product Support
- Exceptions to Bid Response
- Two (2) copies of proposal and mark the original as the “Original” or “Master Copy”

Note: The District will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope. Refer to instructions on the cover page.

BID INQUIRES –

Questions regarding this bid should be referred to:

Tamblynn Stewart
Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9014
stewartt@sacsewer.com

These inquiries are to be submitted by **November 7, 2019**. Any interpretations by the District will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

Note: The District will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope by 3:00PM November 22, 2019. Refer to instructions on the cover page.

Specifications

Equipment Specifications:

ITEM 1

One (1) – Eaton 1200A 4.76kV 50VCP-W350 Medium Voltage Vacuum Breaker

- Type: 50-VCP-W350
- Style: # 8075A34G01
- Weight: 375Lbs
- Max Voltage: 4.76kV
- Cont. Current: 1200A
- Rating: 41kAIC
- Serial: 05103176
- Wiring Diagram: 691C386H44
- Control Voltage: 48VDC

ITEM 2

One (1) – Eaton 3000A 4.76kV 50VCP-W350 Medium Voltage Vacuum Breaker

- Type: 50-VCP-W350
- Style: #3776A16G01
- Weight: 525 Lbs
- Max Voltage: 4.76kV
- Cont. Current: 3000A
- Rating: 41kAIC
- Serial: 05100022
- Wiring Diagram: 691C386H44
- Control Voltage: 48VDC

Type	50VCP-W350	Yr/Ser No	05103176
Style	8075A34G01	IB	32-255-16
Weight	375 Lbs.	Wiring Diag	691C386H44
Rtd. Max. Voltage	4.76 kV	Motor Volts	48 VDC
Impulse Voltage	60 kV, Peak	Close Current	15.5 A
Rtd. Cont. Current	1200 A	Voltage Range	38-56 VDC
Rtd. Frequency	60 Hz	Trip-1 Current	15.5 A
Rtd S-C Current	41 kA	Voltage Range	28-56 VDC
V Range Fac-K	1.19	Trip-2 Current	
Rtd Intrpt. Time	5 Cycles	Voltage Range	
C&L Current	132 kA, Peak	UV Trip Volts	

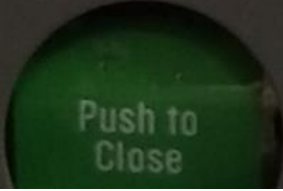


Figure 1 - Eaton 1200A

Type	50VCP-W350	Yr/Ser No	05100022
Style	3776A16G01	IB	32-255-1G
Weight	525 Lbs.	Wiring Diag	691C386H44
Rtd. Max. Voltage	4.76 kV	Motor Volts	48 VDC
Impulse Voltage	60 kV, Peak	Close Current	15.5 A
Rtd. Cont. Current	3000 A	Voltage Range	38-56 VDC
Rtd Frequency	60 Hz	Trip-1 Current	15.5 A
Rtd S-C Current	41 kA	Voltage Range	28-56 VDC
V Range Fac-K	1.19	Trip-2 Current	
Rtd Intrpt. Time	5 Cycles	Voltage Range	
C&L Current	132 kA, Peak	UV Trip Volts	

CUTLER-HAMMER 3776A16G01

11/00

Figure 2 - Eaton 3000A

1. **PAYMENT:** The District will not accept the equipment until all the conditions of this specification are met. The time period of terms and conditions of payment will not begin until after the District has accepted the vehicle/equipment.
2. **MANUALS:** Vendor will provide copies the manual listed below. Manuals provided will be current and of the same model provided to the District, not for “similar” models.
 1. Three (3) copies each of the operator’s manuals.
 2. Three (3) copies each of any safety manuals.

COST RESPONSE FORM

PROPOSER NAME: _____

State quantity and pricing for each item below, **FOB DESTINATION**. Freight charges (if applicable) must be identified separately.

The District reserves the right to award on an individual item basis.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1 EA	Eaton 1200A MV Circuit Breaker	\$ _____	\$ _____
2	1 EA	Eaton 3000A MV Circuit Breaker	\$ _____	\$ _____
		Nontaxable Freight Charges (if applicable):		\$ _____
		Total Bid Price:		\$ _____

Indicate your time of delivery as calendar days following receipt of an order and submittal approval: _____

Guaranteed delivery time as calendar days following receipt of an order: _____

GENERAL TERMS AND CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **HOLD HARMLESS:** The vendor shall hold the Sacramento Regional County Sanitation District, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the Sacramento Regional County Sanitation District or himself because of the unauthorized use of such articles.
3. **DEFAULT BY VENDOR:** In case of default by vendor, the Sacramento Regional County Sanitation District may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the Sacramento Regional County Sanitation District. Prices paid by the District shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the District Purchasing Manager.
4. **RIGHT TO AUDIT:** The Sacramento Regional County Sanitation District reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
5. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the District Purchasing Manager of the Sacramento Regional County Sanitation District. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.
6. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
7. **F.E.T. EXEMPTION:** Sacramento Regional County Sanitation District is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
8. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
9. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.

10. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the Sacramento Regional County Sanitation District without written notice of acceptance thereof prior to shipment.
11. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
12. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
13. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deduction, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the District Purchasing Manager.
14. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.

DISTRICT INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONTRACTOR shall furnish DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provide certificates.** DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by DISTRICT Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance, including Alternate Employer Endorsement.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$ 2,000,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their General Liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- c. If Contractor will utilize any heavy, extra-heavy, or tractor trailer vehicles in performance of the work or services, then a minimum \$2,000,000 each accident shall be required regardless of the number or mix of vehicles.
- d. Commercial Automobile Liability policy shall be endorsed to state that the policy waives its right of subrogation against the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento, their respective governing Boards, and their officers, directors, officials, employees, authorized agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR.

Workers' Compensation: Statutory requirements of the State of California and Employer's Liability Insurance, and include Alternate Employer Endorsement on the worker's compensation and employer's liability policy.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that applies to any insurance required by this Agreement must be declared and approved by DISTRICT. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

6. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers accredited with the State of California and with a current A.M. Best's rating of no less than **A-: VII**. DISTRICT Risk

Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected.

- b. **MAINTENANCE OF INSURANCE COVERAGE:** CONTRACTOR shall maintain all insurance coverages in place at all times and provide DISTRICT with evidence of each policy's renewal ten (10) after its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation has been given to DISTRICT. For non-payment of premium 10 days prior written notice of cancellation is required.

7. Commercial General Liability and/or Commercial Automobile Liability:

- a. **ADDITIONAL INSURED STATUS:** SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their respective governing Boards, and their officers, directors, officials, employees, authorized agents and volunteers are to be endorsed as additional insureds 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; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, authorized agents and volunteers. Additional insured endorsement must include Products/Completed Operations in favor of the Additional Insured.
- b. **PRIMARY INSURANCE:** For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their respective governing Boards, and their officers, directors, officials, employees, authorized agents and volunteers. Any insurance or self-insurance maintained by the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their respective governing Boards, and their officers, directors, officials, employees, authorized agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- c. **SEVERABILITY OF INTEREST:** 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.
- d. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

8. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their respective governing Boards, and their officers, directors, officials, employees, authorized agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR.

9. Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect the DISTRICT, CONTRACTOR shall give prompt and timely notice thereof

to the DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**INSURANCE COVERAGE STATEMENT
To Be Submitted with Bid**

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Bid No. 8353 – N51 Eaton Medium Voltage Circuit Breakers. Should the Bidder be awarded a Purchase Order, bidder further certifies that the bidder can meet the specified requirements for insurance, including insurance coverage, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the purchase specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ADDITIONAL BIDDER INFORMATION

Bidder Name _____

USER'S LIST

Identify names, phone numbers, and addresses of customers in California using the bid products:

WARRANTY / PRODUCT SUPPORT

Provide a list of warranty and service agencies in the Northern California area. List the dollar value of the parts inventory carried by the agency for the proposed products.

STANDARD TERMS AND CONDITIONS BIDS / PROPOSALS / QUOTES

1. PREPARATION OF RESPONSE:

- a. All information requested of the bidder must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- b. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- c. Corrections and/or modifications received after the specified closing time will not be accepted.
- d. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the District.
- e. Time of delivery may be a consideration in the award.
- f. Prices will be considered as net if no cash discount is shown.
- g. All responses must be signed by an authorized officer or employee of the responder.
- h. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- i. Submit responses in a sealed envelope with the RFB number, closing date, and time shown.
- j. If any information contained in the response is considered confidential or proprietary by bidder, it must be clearly labeled as such and presented in a sealed envelope within the bidder's response package.
- k. Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.

2. BRAND NAMES:

- a. Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must State the brand and number, or level of quality. The determination of the District Purchasing Manager as to what items are equal is final and conclusive.
- b. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

3. SAMPLES: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

4. LIABILITIES: The bidder shall hold REGIONAL SAN, their officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against REGIONAL SAN or bidder because of the unauthorized use of such articles.

5. CASH DISCOUNTS: In connection with any cash discount specified on this response, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the District's Office, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County of Sacramento warrant or check.

6. DEFAULT BY VENDOR: In case of default by vendor, REGIONAL SAN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to

REGIONAL SAN. Prices paid by the District must be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the District Purchasing Manager.

7. AWARDS:

a. REGIONAL SAN reserves the right to: (1) award response's received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all response's, or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of the District.

REGIONAL SAN decision shall be final.

b. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the District, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

8. RIGHT TO AUDIT: The District reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

9. ASSIGNMENT: In submitting a response to a public purchasing body, the responder offers and agrees that if the response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment must be made and become effective at the time the purchasing body tenders final payment to the responder.

10. APPLICABILITY TO HEIRS: Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 12, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

11. SPECIAL CONDITIONS: District standard terms and conditions must govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they will be considered void. To the extent not otherwise Stated in the contract, the California Commercial Code shall apply.

12 CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE: No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.

13. TITLE: Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.

14. CHANGES WITHOUT NOTICE PROHIBITED: No changes in price, quantity or merchandise will be recognized by the District without written notice of acceptance thereof prior to shipment.

15. ALL UNDERSTANDINGS IN WRITING: It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

16. FORCE MAJEURE: The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.

17. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and The County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”) including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either Party hereto, and damage to or destruction of any property, or loss of use or a reduction in value thereof, including the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the CONTRACTOR, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the CONTRACTOR, or for which the CONTRACTOR is legally liable under law except only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. CONTRACTOR shall defend the Indemnified Parties with counsel reasonably acceptable to Indemnified Parties. Notwithstanding the foregoing, Indemnified Parties shall be entitled, on their own behalf, and at the expense of CONTRACTOR, to assume control of the defense in any legal action, with counsel reasonably selected by it. Should Indemnified Parties elect to initially assume control of their defense, they do so without prejudice to their right to subsequently request that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorney’s fees and costs incurred thereby.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor’s Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

