

REQUEST FOR BID

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

**SACRAMENTO AREA SEWER DISTRICT
PURCHASING AND MATERIALS SUPPORT
10060 Goethe Road
Sacramento, CA 95827**

Issue Date

November 9, 2016

Bid Number

RFB No. 8234

(Enter Name and Address here).

Return your Bid in envelope, sealed and clearly marked on outside with Bid number and date shown below to:

**PURCHASING AND MATERIALS SUPPORT
8521 LAGUNA STATION ROAD
ELK GROVE, CA 95758-9550
ATTN: RFB No. 8233**

**Bids must be received at SASD Reception and logged in prior
to the date and time indicated. Bids will not be accepted after
3:00 P.M. on:**

November 22, 2016

For Additional Information Contact

Issuing Officer:

Rodger A. Kuchik

PHONE:

(916) 875-9015

Merchandise or Service for Delivery To:
Sacramento Area Sewer District (SASD)
8521 Laguna Station Road
Elk Grove, CA 95758

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R**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 all of this Request for Bid:

Firm Name	Terms of Sale: Net 30
Signature	F.O.B. Point Destination
Printed Name	
Federal Tax ID Number	
Date	E-Mail:
Telephone:	Fax:

5000 LB Capacity Forklift

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District (SASD) invites sealed bids to provide for RFB No. 8234, to purchase a Forklift with a 5000 pound capacity.

ESTIMATE: \$50,000.00

Bids will be received at the District's Office, 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00p.m., November 22, 2016** 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 the
Sacramento Regional County Sanitation District
8521 Laguna Station Rd
Elk Grove, CA 95758,
ATTN: RFB No. 8234.

- 2) Bidder envelope must clearly list contractor name and return address. Envelopes that do not list contractor name and address will not be opened.

Bid bond/deposit not less than ten (10) percent of the aggregate total bid is required to be submitted with the sealed bid.

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

KEY ACTION DATES

Bid Issue: November 9, 2016

Question Due Date: November 15, 2016

Bid Due Date: **November 22, 2016 by 3:00pm**

Intent to Award: November 30, 2016

Purchase Order Award: December 6, 2016

INTRODUCTION

INVITATION: The Sacramento Area Sewer District, Purchasing & Material Support, 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 Area Sewer 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:

District – Sacramento Area Sewer District (SASD)

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:

Supplier - 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.

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.

Bidder Responsibility: We expect you to be thoroughly familiar with all specifications and requirements of this RFB. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFB. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFB.

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 (as it may be amended);
- 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:

Rodger A. Kuchik
 Contract Service Officer II
 Sacramento Regional County Sanitation District
 8521 Laguna Station Road
 Elk Grove, CA 95758
 (916) 875-9015
kuchikr@sacsewer.com

PROJECT CONTACT:

Jeff Sumner. Fleet Services Manager
 Sacramento Area Sewer District (SASD)
 Telephone: (916) 876-6203
petersl@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.

Request for Bid Contents

<p>Information provided in this proposal:</p> <ul style="list-style-type: none"> • 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 • Instruction for Bid Security ** • Exceptions Response Page ** • SASD Bidder’s Basic Data Sheet ** • Bid Guaranty Bond (Bid Form) 	<p>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.</p> <ul style="list-style-type: none"> • Cover Page with authorized signature • Cost Response • Insurance Coverage Statement • Additional Bidder Information • Warranty / Product Support • Instruction for Bid Security • Exceptions to Bid Response • SASD Bidder’s Basic Data Sheet • Two (2) copies of proposal and mark the original as the “Original” or “Master Copy”
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BID INQUIRES -

Questions regarding this bid should be referred to:

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
SACRAMENTO AREA SEWER DISTRICT
Purchasing & Material Support
8521 Laguna Station Rd.
Elk Grove, CA 95758

Attn: Rodger A. Kuchik
Contract Services Officer II
(916) 875-9015
kuchikr@sacsewer.com

These inquiries are to be submitted by November 15, 2016. 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 on November 22, 2016. Refer to instructions on the cover page.

Specifications: 563-803 Forklift

SCOPE: It is the purpose of this specification to describe requirements for one (1) five thousand (5,000) pound capacity, counter balanced, sit down, electric, cushion tire forklift used for loading and unloading palletized goods from trucks and moving the palletized goods within SASD's warehouse's and yards. Operating locations will be indoor and outdoor. Terrain will vary from smooth concrete floors to even packed gravel surfaces.

I. GENERAL

1. It is the intent of SASD to purchase a piece of equipment that will provide optimum benefit to SASD. This does not necessarily mean that SASD will buy the lowest priced product. Consideration will be given to the product warranty, service and parts support available in the Sacramento area, the number of satisfied users in this area, delivery dates and bidders past performance.
2. **USERS LIST:** Bidder will provide with the bid a user list showing the names and addresses of person's in the Sacramento area using the bid product. This may be used as a reference list by SASD.
3. **DOCUMENT REVIEW:** The bidder will provide for SASD's review, at SASD's request prior to bid award, copies of shop and service manuals for the equipment that was bid. Incomplete shop or service information may be cause for rejecting a bid.
4. **DEMONSTRATION:** At the request of SASD the bidder may be required to provide a demonstration of the product bid. Failure to provide a demonstration as soon as reasonably possible, but not to exceed ten business (10) days from the time of the request, or failure of the product to perform satisfactorily during the demonstration may be grounds for bid rejection.
5. **TRAINING:** At the option of SASD, the successful bidder will be required to provide up to eight (8) hours of operator and eight (8) hours of mechanic training. Instructor(s) used will be qualified and experienced with the units they are training on. Bidders will be prepared to provide the following in writing to SASD upon request:
 - a. Qualifications and experience of instructor(s) with specified vehicle(s) or equipment.
 - b. Curriculum used during the operator and mechanics training.
 - c. County may require instructor(s) to be certified and provide certified training. If this requirement is necessary it will be requested in the "OPTIONS" portion of the specifications for additional costs.
6. **REGULATIONS:** The unit furnished to meet these specifications, including all equipment and accessories, will comply with all current regulations of (1) California Vehicle Codes; (2) California Code of Regulations, (3) California Air Resources Board; (4) Cal-Osha standards as applicable; (4) National Highway Traffic Safety Administration; (6) Federal Motor Vehicle Safety Standards and Regulations; (7) California Environmental Protection Agency Air Resources Board and any other Federal, State or local legal requirements that may apply.
7. **RESPONSIBILITY:** Vendor / Dealer will be responsible for vehicle / equipment compliance with all applicable codes, regulations, laws, etc., governing such vehicle / equipment at the time of delivery. Acceptance of such vehicle / equipment by SASD will not relieve Dealer / Vendor of the

responsibility of items that do not meet such requirements. Should any of these specifications conflict with any code, regulation, law, etc., the Dealer / Vendor will notify SASD before manufacturing starts. Dealer / Vendor will not be held responsible for changes required by codes, laws, regulations, etc., to vehicle / equipment after the time of delivery.

8. **SWITCHES AND INDICATOR LIGHTS:** All switches and indicator lights inside the cab will be within easy reach and view of the operator. Lights will not be concealed, mounted or positioned in such a way that the operator while seated is not able to determine if a light is illuminated.
9. **LABELS:** All controls (levers, pedals, push buttons, switches, etc.) and indicator lamps will be clearly labeled as to function and direction of operation. Unless otherwise specified herein, all labeling will be permanent placard type nameplates. Labels will be engraved metal or engraved laminated plastic and will not utilize glues or press-on attachments. Hand engraving is not acceptable. Factory embossed knobs or handles are acceptable.
10. **FACTORY AUXILIARY SWITCHES:** Should factory auxiliary switches be available for equipment such as strobes, work lights, PTO, pumps, body control circuits, etc. the chassis will be provided with such switches sufficient to control all equipment. When the factory auxiliary switches are available they will be used to provide the control for the intended equipment, NO EXCEPTIONS. Switches will also conform to “SWITCHES AND INDICATOR LIGHTS” and “LABELS” above.
11. **DMV DOCUMENTATION:** Dealer/Vendor will be responsible for licensing this vehicle/equipment as required by SASD. Each unit will be delivered with a Temporary Registration (Exempt “E” plate). Owner documents will reflect:

Sacramento Area Sewer District
10060 Goethe Road
Sacramento, CA. 95827

12. **INVOICES:** Dealer/Vendor will deliver invoice(s) for vehicle(s)/equipment to the following address:

Sacramento Area Sewer District
10060 Goethe Road
Sacramento, CA. 95827
ATTN: Jeff Sumner

13. **DELIVERY:** Vehicle/equipment will be delivered with standard tool kits and manuals to:

Sacramento Area Sewer District
Fleet Shop
5026 Don Julio Blvd.
Sacramento, CA. 95842
Contact: Jeff Sumner at (916) 876-6203 before delivery.

- 14. PAYMENT:** SASD will not accept the vehicle/equipment until all the conditions of this specification are met. The time period of terms and conditions of payment will not begin until after SASD has accepted the vehicle/equipment.
- 15. NOISE LEVEL:** The maximum allowable operating noise level for this vehicle/equipment, including all mechanical or hydraulic systems will not exceed 85dB(A) within the cab with the windows open unless pre-approved by SASD.
- 16. WARRANTY AND OTHER REQUIREMENTS:** The regular manufacturer's warranty will be furnished for each unit.
- a. Minimum of one (1) year parts and labor commencing from the date and mileage that SASD accepts the unit.
 - b. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirements in these specifications.
 - c. Vendor/Dealer will be responsible for transportation and associated costs from SASD facility to the designated warranty repair facility and return to SASD facility for the unit(s) bid throughout the entire warranty period including extensions.
 - d. Warranty will start upon the acceptance of the completed unit by SASD.
 - e. In the event that a unit should become disabled in an area covered by warranty and Vendor/Dealer does not affect repairs within a seventy-two (72) hour period, not including weekends, the warranty period will be extended equal to the time the vehicle is disabled.
- 17. MANUALS:** Vendor/Dealer will provide for *each of the units* and each of the units accessories (such as a compressor, generator, pumps, crane, body, hydraulic pump, etc.), the manuals listed below. Manuals provided will be current and of the same model provided to SASD, not for "similar" models.
- a. Three (3) copies each of the operator's manuals.
 - b. Three (3) copies each of any safety manuals.
 - c. Two (2) sets of shop repair manuals.
 - d. Two (2) sets of parts manuals.

Should any of the above manuals not be available for the vehicle/equipment, it will be listed on the Exceptions Response page of the bid response.

Bid disqualification will result if a bidder is not following the above requirement.

- 18. NEW EQUIPMENT:** Only new models in current production, which are catalogued by the manufacturer, and for which printed literature and specifications, are available, will be acceptable. All equipment catalogued as standard will be furnished with the vehicle/equipment whether or not it is listed in these specifications.
- 19. COMPONENTS:** The component parts of the unit will be of proper size and design to safely withstand maximum stresses imposed by a maximum capacity load, and the manufacturer's rated loads for axles and bearings will not be exceeded when the unit is loaded to such capacity. All driving parts will have a torque capacity sufficient to transmit maximum power developed by the engine. All components will be OEM unless not available as an OEM option. All components will be mounted or installed as per component manufacturer's specifications.

- 20. CONSTRUCTION:** The apparent silence of this specification as to any detail, or the omission from it of a detailed description concerning any point, will be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. Corners will be rounded, edges and surfaces will be free of sharp edges and burrs. County personnel frequently service and maintain the equipment and will not at any time be exposed to injury from unfinished parts. Body and all components will allow for full movement of tires and suspension without rubbing, interfering or limiting in any way.
- 21. FLUIDS AND SERVICING:** The new vehicle/equipment will be completely serviced by the successful bidder or their authorized agent. All fluid levels including crankcase, differential, transmission, and any auxiliary equipment included in this bid will be filled to manufacturer's recommended capacity prior to receiving at the delivery destination.
- 22. BATTERY CONDITION:** Unit(s) will be delivered with batteries water level filled to capacity and fully charged.
- 23. QUESTIONS:** After a successful bidder has been awarded a bid, should at any time during the construction process that vendor have a question or doubt about any of the specifications listed in this document they will notify the Fleet Services Vehicle Specifications Office at (916) 875-4783 for clarification before continuing. All questions prior to the bid award will be directed to the Contracts and Purchasing Division agent listed on the front of this RFB.
- 24. KEYS:** Dealer/Vendor will supply four (4) complete sets of keys for each vehicle/equipment. This will include chipped and remote keys, individual remotes and all locks on vehicle/equipment (such as cabinets, drawers, doors, pad locks, equipment boxes, etc.). Each units body locks and compartments will be keyed alike unless unfeasible to do so or directed otherwise by these specifications. If unfeasible, the bidder will state so in the exception page of the bid package. If more than one unit is requested in the bid then the units will have different key sets for ignition, cabinets and other locks. One unit's keys will not be capable of opening other unit's locks.
- 25. EQUIVALENTS:** All components specified that include the language "or equivalent" will mean the same in configuration, specifications and minimum performance of the component. Equivalents must be approved by the Fleet Services Vehicle Specifications Office at (916) 875-4783 before that equivalent may be used.
- 26. MEETINGS AND INSPECTIONS:**
- a.** A pre-production meeting is required by SASD to discuss the specifics of how the body will be built before construction starts.
 - b.** A pre-delivery inspection will be performed by SASD just prior to the delivery of the vehicle/equipment for specification compliance.
 - c.** Travel, lodging and meals for up to two (2) designated County representatives will be furnished by the vendor if the location of the pre-paint inspection should take place farther than a 150 mile radius from the Fleet Services facility located at 4001 Branch Center Road, Sacramento, Ca. 95827. The unit will be as complete as possible for the inspection.
 - d.** It will be the responsibility of the Dealer/Vendor to contact SASD for these inspections. Please contact the Vehicle Specifications Office @ (916) 875-4783 when the vehicle/equipment is ready for inspections.

II. REQUIREMENTS

Truck bid must meet or exceed ANSI and OSHA standards and be U.L. approved.

A. BASIC CAPACITY: Five thousand (5,000) pounds at twenty-four inch (24”) load center.

B. DIMENSIONS:

1. Lift Height: Lift will be required to place and remove a loaded pallet on a shelf with a height of one hundred eighty (180) inches.
2. Isle Width Requirement: Lift truck will be fully capable of easily operating in isles with a width of 130” and safely placing and removing loaded pallets on warehouse shelves at the height listed above.
3. Fork Length: Forty two (42) inches.
4. Truck Height: Approximately eighty eight inches (88) inches.
5. Backrest: Forty eight (48) inches.

C. BATTERY AND CHARGER:

1. New battery will be thirty six (36) volts.
2. Flow-rite millennium-plus complete single point, battery watering system (go to <http://www.flow-rite.com/battery-watering/millennium-plus> for information) to fill all cells and will automatically stop when each cell is filled to the proper level will include the following:
 - a. Wall mounted deionizer / filter with strainer and water quality indicator light.
 - b. Faucet connection with twenty (20) feet of hose, pressure regulator, water flow indicator and quick disconnect to battery fill.
3. New charger for battery provided will be included with bid. Charger will be a three phase industrial grade charger with two hundred eight (208) volt, two hundred forty (240) volt and four hundred eighty (480) volt power supply capabilities. Charger will include an auto start/stop feature.

D. BRAKES:

1. Hydraulic service brakes.
2. Regenerative braking.
3. Manual parking brake.

E. EQUIPMENT:

1. Lift truck stability system that constantly monitors the truck for unstable lateral and longitudinal conditions and activates the system to automatically reduce the possibility of a tip over incident.
2. AC drive system.
3. Automatic Fork leveling feature.
4. Overhead operator’s guard and ROPS with clear cap (rain cover).
5. High visibility mast with tilt feature.
6. Side shift carriage.
7. Cushion tires.
8. Operator presence sensing system.
9. Steering wheel with knob.
10. Back-up alarm.
11. Four (4) protected LED work lights, two (2) front and two (2) rear, mounted on overhead guard.
12. LED stop, turn and tail lights.

13. LED amber strobe warning light.
14. Operators compartment light.
15. Rear view mirrors on left and right sides.
16. Horn with button in center of the steering wheel.
17. Safety seat with seat belt.
18. All step areas shall be protected with non-slip steps or non-skid material.
19. High visibility mast.
20. Keyed ignition switch.
21. Programmable shut off.
22. Clip board holder.
23. Easy access no-tools required to remove floorboard.
24. Mounted fire extinguisher.

F. INSTRUMENTATION:

1. Hour meter.
2. Battery voltage indicator.
3. Multifunction display with built in analyzer.

G. WARRANTY:

1. Basic: 12 months or 2,000 hours.
2. Powertrain: 36 months or 6,000 hours.

H. PAINT:

1. Standard factory color.

I. OPTION:

1. An option for Extended Warranty will be included in the bid response as a separate item for SASD's review. All aspects of the extended warranty will be clarified.

COST RESPONSE

BIDDER NAME: _____

State quantity and pricing for each item below, **FOB DESTINATION**. Calculate 8% Sacramento County sales tax for all taxable items. 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	5,000 pound capacity counter balance forklift, equipped complete and meeting all requirements of Specification No. 563-803 and all terms and conditions of this RFP.	\$ _____	\$ _____
		Subtotal:		\$ _____
		8% Sales Tax:		\$ _____
		Nontaxable Freight Charges (if applicable):		\$ _____
		Other Nontaxable Charges Example: Tire Fees@ \$1.75 each Total: Description:		\$ _____
		Total Bid Price:		\$ _____

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

Indicate your invoice payment terms (e.g. Net 30, 2%10 Net 30, etc.): _____

The following optional items will be individually priced.

ITEM	QTY	OPTION ITEMS	UNIT PRICE (before tax)
2	1	Identify the additional price for extended warranty coverage as detailed in II. REQUIREMENTS, I 1 of specification.	\$ _____

3. GENERAL TERMS AND CONDITIONS

3.1 COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard “boilerplate” conditions, a sample of which is attached to page 22 - 24 of this RFB.

3.2 INSURANCE

The insurance provisions attached on pages 17 - 19 must be complied with by you if awarded the order. Proof of insurance must be provided to us prior to commencement of work under the contract.

3.3 BID GUARANTY

The bid shall be accompanied by a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California for payments to the Owner in the sum of at least 10% of the total amount of the bid, or alternatively by a certified or cashier check made payable to the Owner in the sum of at least 10% of the total amount of the bid. The amount payable to the Owner under the bid guaranty bond, or the certified or cashier’s check and the amount thereof, as the case may be, shall be forfeited to the Owner in case of a failure or neglect of the bidder to furnish, execute and deliver to the Owner the required performance bond, evidences of insurance and to enter into, execute and deliver to the Owner the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Owner that the award has been made and the agreement is ready for execution

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 provided 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, certified 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:	\$1,000,000

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.

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 AREA SEWER DISTRICT, the County of Sacramento, their respective 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 the DISTRICT, the County of Sacramento, their respective boards, officers, directors, officials, employees, authorized agents and volunteers. General Liability, use ISO form CG 2010 11-85 or equivalent (must include Completed Operations in favor of the Additional Insured).

- b. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- c. **PRIMARY INSURANCE:** For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects the SACRAMENTO AREA SEWER DISTRICT, the County of Sacramento, their respective boards, and their officers, directors, officials, employees, authorized agents and volunteers. Any insurance or self-insurance maintained by the SACRAMENTO AREA SEWER DISTRICT, the County of Sacramento, their respective boards, and their officers, directors, officials, employees, authorized agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- d. **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.
- e. **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 AREA SEWER DISTRICT, the County of Sacramento, their respective 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. 8234 - 5000 LB Capacity Forklift. 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 Area Sewer 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 the Sacramento area using the bid products:

WARRANTY / PRODUCT SUPPORT

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

SACRAMENTO AREA SEWER DISTRICT
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 RFP 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. AMERICANS WITH DISABILITIES ACT: As a condition of submitting a response SASD, the bidder certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended. Failure to certify prohibits the award of a purchase order to the bidder.

5. TAXES:

- a. Do not include any sales, use, or federal excise taxes in your response.
- b. If your company is outside California and collects sales tax, please State the amount as a separate item if the District is to remit the tax.
- c. Items purchased for resale will show the District's resale permit number on the purchase order.
- d. Sacramento Area Sewer District are exempted from payment of Federal Excise Tax.
- e. No federal tax shall be included in price. Exemption certificates will be furnished when federal excise tax is exempted.

6. LIABILITIES: The bidder shall hold SASD, 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 SASD or bidder because of the unauthorized use of such articles.

7. 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.

8. DEFAULT BY VENDOR: In case of default by vendor, SASD 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 SASD. 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.

9. AWARDS:

- a. SASD 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. SASD 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless District and the County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, except and in proportion to the extent caused by the negligence of District and the County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents.

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.

INSTRUCTION FOR BID SECURITY

No Bid will be considered unless it is accompanied by a bid security in the form of a certified check or a cashier's check, payable to the order of the SACRAMENTO AREA SEWER DISTRICT, for the sum not less than ten percent (10%) of the total Bid amount, or a Bidders Bond in the same amount executed as surety by a corporation acceptable to the District and authorized to issue such surety bonds in the state of California. Payment of the security in cash or personal check will not be acceptable.

Within fifteen (15) calendar days after execution by the District of the Contract and in any event not later than ninety (90) calendar days after the bid opening, the District will return to each bidder the bid security which accompanied its bid, except such security which may have been forfeited in accordance with the bid request.

Firm Name

Signature

Printed Name

EXCEPTIONS RESPONSE PAGE

Please list all exceptions below referring to name of specific section and (where applicable) paragraph, subsection number, or other identifier. For each exception, please quote the statements(s) to which you are taking an exception, for reference during bid analysis. **Exceptions considered excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award.**

FIRM NAME

Page #	Section # / Title	Exception

SASD BIDDERS BASIC DATA SHEET (Fill in all applicable items)		BID NO.	ITEM NO.
Make		Model	
Year			
GVWR	GCWR	Wheel Base	C/A
Engine Make & Model:		Displ.	# Cyl
Rated HP: Gross _____ Net _____		Torque: _____ @ _____ RPM	
Engine Fuel:	CARB Executive Order Attached? Yes ___ No ___		
Engine Model Year:	Evaporative or Engine Family Number:		
Fuel Tank Capacity:	DEF Tank Capacity:	MPG Rating(if applicable): _____ Hwy _____ City	
Engine Emission Category (LEV, ULEV, Tier III, etc)		Emission Cert Rating: NOx _____ PM _____	
Alternator Model	Output AMPS	Battery CCA (ea)	Total Batteries
Air Cleaner (Stage & type)		Oil Filter (Type)	
Trans: Make, mod and # of speeds			Overdrive Y__ N__
GAWR Front	Springs (Type)		
GAWR Rear	Springs (Type)		
Rear Axle Ratio:			
Wheels: Type	Rim Width	Size	
Tires: Size	Ply Rating	Type	
Brake Type (Drum, disc)		Brake System (air, hyd.)	
Auxiliary Engine Make & Model (if applicable)			Engine Model Year:
Aux Engine Family Number:		CARB Executive Order Attached? Yes _____ No _____	
Aux HP Rating:	Displ.	# Cyl.	Eng. Fuel:
Body Manufacturer & Installer:			
Body Components: List make, model and capacity of attachments (crane, compressor, inverter, welder, etc.) and other pertinent information (use additional sheet if needed).			
Warranty: List warranty provided for bumper to bumper, engine and power train by months and miles.			
By (print name):		Date:	
Email:		Phone:	

BID GUARANTY BOND

Bid Form

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Sacramento Area Sewer District, hereinafter called the Obligee, each in the penal sum of 10 percent of the total amount of the bid of the Principal for the work, this sum not to exceed _____ dollars (\$_____) of lawful money of the United States for the payment thereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for 5000 LB Capacity Forklift, RFB No. 8234.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives to the Obligee the performance and payment bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the total amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 2016.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature for Surety

Title of Signatory