



## **NOTICE TO VENDORS**

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District invites sealed Proposals in response to Request for Proposal No. 8268 for the issue of a contract to purchase Manure Injection Toolbar in accordance with the specifications and terms and conditions attached hereto.

Companies certified for the resale of Manure Injection Toolbar products are invited to submit a proposal.

Sealed Proposals for RFP No. 8268 will be received at:

Sacramento Regional County Sanitation District  
Purchasing & Material Support  
8521 Laguna Station Road,  
Elk Grove, CA 95758  
Until January 3, 2018 at 3:00PM

Any Proposer who wishes its proposal to be considered is responsible for making certain that its proposal is actually delivered to said Purchasing Office, to be publicly opened and declared aloud by Regional San representatives.

Proposals shall be addressed to:

Sacramento Regional County Sanitation District  
Purchasing & Material Support  
8521 Laguna Station Road  
Elk Grove, CA 95758  
Attn: RFP No. 8268

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

KEY ACTION DATES

RFP Issued:	December 7, 2017
Question Deadline:	December 14, 2017
Proposal Due Date:	January 3, 2018 by 3 P.M.
Intent to Award:	January 10, 2018
Contract Award:	January 17, 2018

## RFP Contents & Response Pages

<p>Information provided in this proposal:</p> <ul style="list-style-type: none"><li>• Cover Page</li><li>• Notice to Vendors</li><li>• Key Action Dates</li><li>• Contents &amp; Response Pages</li><li>• Introduction</li><li>• Proposal Inquires</li><li>• Invoicing</li><li>• Specifications</li><li>• Evaluation Criteria</li><li>• Cost Response Form</li><li>• District Insurance Requirements</li><li>• Insurance Coverage Statement</li><li>• Additional Proposer Information</li><li>• General Terms and Conditions</li><li>• Standard Terms &amp; Conditions</li><li>• Exceptions Response Page</li><li>• Warranty / Product Support</li><li>• Noncollusion Declaration</li></ul>	<p>Proposer Response: Interested Proposers must complete and return the following pages/sections by the closing date and time shown on the cover page in order to be considered.</p> <ul style="list-style-type: none"><li>• Cover Page with authorized signature</li><li>• Cost Response Form</li><li>• Insurance Coverage Statement</li><li>• Additional Proposer Information</li><li>• Exceptions to Proposal Response</li><li>• Warranty / Product Support</li><li>• Noncollusion Declaration</li><li>• Two (2) copies of proposal and mark the original as the “Original” or “Master Copy”.</li></ul>
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## INTRODUCTION

**NOTE:** All proposers are directed to return one (1) original and one (1) copy of completed and signed proposal response and all attachments clearly marked “original” and “copy”.

**INVITATION:** The Sacramento Regional County Sanitation District invites Responses which offer to provide the product identified on the Cover Sheet.

**DEFINITIONS:** We intend to express our expectations clearly, and they are to be legally interpreted in Sacramento Regional County Sanitation District’s favor.

**WE/US/OUR:** 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:

*District* - Sacramento Regional County Sanitation District  
*SRCS*D - Sacramento Regional County Sanitation District (RegionalSan)

**YOU/YOUR:** terms that 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 Vendor will have different obligations than “you” as a Proposer or Supplier will have:

*Supplier* - A business entity engaged in the business of providing the brand products in this RFP.

*Proposer* - A business entity submitting a Response to this RFP. Suppliers which may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the bid requirements.

*Vendor* - The Proposer(s) who’s Response to this RFP is evaluated as meeting the needs of SRCS D. Vendor(s) will be selected for award, and will enter into a contract(s) for provision of the product described in the RFP.

*Sub-vendor* - A company that enters into a business relationship with the Vendor. The Vendor may seek to place employees of the Sub-vendor for the services described in the RFP.

*Vendor’s Employee* - All persons who can be offered to provide the services described in the RFP. All employees of the Vendor and the Sub-vendor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker’s Comp, SDI, etc.).

**REQUEST FOR PROPOSAL (RFP):** This entire document, including attachments.

**RESPONSE:** The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on Regional San or Vendor with respect to requirements stated within this RFP or resulting contractual obligations.

**RFP CLARIFICATION:** Questions regarding this RFP should be directed to the Issuing Officer specified below. Answers citing the question, but not identifying the Vendor, will be distributed simultaneously to all known prospective proposers via email. Oral answers provided by Regional San, or its agents shall not be binding.

**RFP Amendment:** If it becomes evident that this RFP must be amended, we will issue a formal written amendment to all known prospective Proposers.

### **DEADLINE FOR PROPOSAL SUBMITTAL**

**January 3, 2018 by 3:00pm**

**PROPOSER RESPONSIBILITY:** We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a Vendor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

**SUBMISSION OF PROPOSALS:** Proposals should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.

**COMPLETENESS:** Proposal shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.

**FALSE/MISLEADING STATEMENTS:** Proposal 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 Regional San, such information was intended to mislead Regional San in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.

**PROPOSAL SIGNATURE:** The proposal must be signed by an individual who is authorized to bind the responding 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 Regional San. An unsigned proposal shall be rejected.

**AWARD:** RegionalSan will award to the contactor who presents the greatest value, in our view, to RegionalSan from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the District to be in the best interest of RegionalSan. Thus, the result will not be determined by price alone.

**PURCHASE ORDER EXECUTION:** This RFP and the Vendor's Response will be made part of any resultant Purchase Order and will be incorporated in the Purchase Order as set forth.

**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 Vendors Response (as it may be clarified);
- 3) The provisions of the RFP (as it may be supplemented).

**ISSUING OFFICER:** The issuing officer and mailing address to send Proposal, questions, and all other correspondence concerning the RFP is:

Issuing Officer:

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

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.

**Exceptions, Variances, Or Deviations:** All exceptions or deviations to this proposal shall be listed on the attached "exception response page". If no exceptions, variances, or deviations are listed it will be understood that the item proposed meets all requirements as listed.

**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.

**ACCEPTANCE AND REJECTION OF PROPOSAL:** The District reserves the right:

- To reject any or all Proposals, or any part thereof;
- To waive any informality in the Bid;
- To choose not to award Proposal Options at the discretion of the District;
- To accept the Bid that is in the best interest of the District.

**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.

**Invoicing:**

Prepare invoices in duplicate. Send the original and duplicate copies of invoices to:

Attention: Accounts Payable  
Sacramento Regional County Sanitation District  
8521Laguna Station Road  
Elk Grove, CA 95758

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; quantities; item descriptions, unit prices and extensions; sales/use tax; and an invoice total.

Invoices shall be rendered in arrears.

Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.

In the State of California, government agencies are not allowed to pay excess interest and late charges. Per Government Codes, Section 926.10, interest shall be entitled commencing the 61<sup>st</sup> day and shall be 6 percent per annum.



## Specifications

This Request for Proposal (RFP) for the Sacramento Regional County Sanitation District (Regional San) requests pricing information from your company for the purchase of Manure Injection Toolbar.

This document contains a description of the desired equipment required by the Sacramento Regional County Sanitation District. The District will only accept brand new Manure Injection Toolbar. Refurbished or otherwise used or renewed equipment will not be accepted. If equipment does not meet the District's expectations, the product will be returned at Vendor's expense.

The vendor will be expected to make Regional San's customers aware of any technology upgrades at the time that they occur, and at the time of a pending purchase if hardware that is ordered is not the most recent upgrade.

### RFP Response

Please respond to this RFP with a document that details your company's ability to provide us the requested equipment. In addition, each response must include selected information about your company. The company must be authorized for the resale of proposed products.

If you have questions, please email them to [stewartt@sacsewer.com](mailto:stewartt@sacsewer.com). Your questions and the responses will be distributed to everyone who received a copy of the RFP.

### Background

Regional San uses a process known as "sub-surface land disposal" to stabilize and reduce volatility of the sludge. Digested Sludge is stabilized in the solids storage basins for a period of three to five years before it is harvested. The sludge is pumped out of the pond and sent to the disposal sites. Tractors are used to pull the injectors, which inject the sludge into the soil.

### Specifications:

Scope: One (1) manure injector to be used for injecting sludge into the soil during harvest season.

#### 1. GENERAL

- a. Width – 14 feet
- b. Number of Injectors – 9
- c. Blade Size – 18 inches
- d. Hose diameter – 2.5 inches
- e. Coupler Hoses – 6 inches
- f. Average flow – 1,000 gallons per minute

**2. START UP AND TRAINING:** At the option of the District, the successful proposer 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. At the start up/training the vendor will have a qualified representative present to make any adjustments needed. Vendors will be prepared to provide the following in writing to the District 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. District 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.
3. **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.
4. **HOSES, CABLES AND ELECTRICAL:** For all motor vehicle body, ancillary equipment installation and trailer construction all hoses, lines, electrical cables and wiring will conform to the following:
  - a. All will be securely supported using properly sized vinyl coated or rubber cushion “P” type metal clamps (see <http://www.mcmaster.com/#cushioned-cable-clamps/=ckmkdw> for example).
  - b. Tie-wraps *will be used only as necessary to aid* in the securement of hose bundles. Tie-wraps *will not* be used for the primary supporting or securing of hoses/lines. Stick-on or glue-on retainers are not acceptable. *Tie wrap tails will be cut flush and smooth with the buckle and not leaving a point or sharp edge to injure personnel.* Any tie wraps not finished in this manner will be rejected during inspections.
  - c. Grommets will be used where for any passage through compartments, frame members, bulkheads or any other material that may cause abrasion.
  - d. Wiring, internal and external, will be enclosed in loom and hoses and cables will be properly secured and routed in a neat professional manner.
  - e. Electrical Tape is not permitted in wrapping wiring, connections or as a loom support.
  - f. The use of “Scotch Lock” or equivalent wiring harness connectors is not acceptable.
  - g. Any wire splices and/or butt connections will be soldered with shrink tube, or finished using heat shrink butt connectors or butt connectors with shrink tube.
5. **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.
6. **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.
  - a. Three (3) copies each of the operator’s manuals.
  - b. Three (3) copies each of any safety manuals.
  - c. One (1) as built shop repair manual set (includes all components and auxiliary equipment). Paper manuals are preferred if available.
  - d. One (1) as built parts manual set (includes all components and auxiliary equipment). CD’s are preferred if available.

**Evaluation Criteria**

**Evaluation and Award Matrix:** The evaluation team will consist of representatives from the Regional San Operation and Maintenance Department. Proposals will be evaluated in two phases, as follows:

**Phase 1:** In phase 1, proposals will be examined as to whether or not proposers understood and responded with proper completion and submittal of required proposal documents. Proposals will be examined for adherence to RFP specifications, general requirements, terms and conditions.

Proposers who did not respond properly will be immediately disqualified.

**Phase 2:** In Phase 2, proposals that were not disqualified in Phase 1 will be evaluated and scored using the table below. Regional San representatives will review the proposals to determine which vendor’s proposal represents the best product value and commitment to perform delivery described in this RFP.

Evaluation Criteria	Maximum Points	Score
• <b><u>Competitive Price</u></b>	25	_____
• <b><u>Performance / Current user feedback</u></b>	20	_____
• <b><u>Specification Compliance</u></b>	25	_____
• <b><u>Service and parts Availability</u></b>	20	_____
• <b><u>Delivery time to District / Warranty Coverage Period</u></b>	10	_____
<b>Total score</b>	<b>100</b>	_____

**Cost Response Form**

**PROPOSER NAME:** \_\_\_\_\_

State quantity and pricing for each item below, **FOB DESTINATION**. Calculate 7.75% 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	Manure Injector, complete and meeting all requirements of Specification for SRCSD Manure Injector and all terms and conditions of this RFP.	\$ _____	\$ _____
		Subtotal:		\$ _____
		7.75% Sales Tax:		\$ _____
		Nontaxable Freight Charges (if applicable):		\$ _____
		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.):** \_\_\_\_\_

**Note: Please total the List Price and Discounted Price columns.**

**Please provide your Discount Price Value percentage:** \_\_\_\_\_ %

**DISTRICT INSURANCE REQUIREMENTS**

Proposals shall include information sufficient to demonstrate the ability to provide the following minimum levels of insurance:

Workers' compensation: Statutory.

Liability arising from other services and operations usually covered under commercial general and automobile liability policies, including products liability; 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 Completed Operations Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Automobile Liability: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.	
Employer's Liability:	\$1,000,000 per accident for bodily injury or disease.

Physical Damage: Coverage for physical damage of District property while in transit and in the care, custody and control of Proposer. Coverage shall be on an all-risk basis, including while in transit. Valuation shall be on a replacement cost basis.

The insurance limits and coverages may be adjusted by District at the time of the best and final proposal, contract negotiations, or during the service agreement to cover increased costs changes in risk and safety needs. Extensions of policy provisions to cover the interest of District and its member agencies, such as additional insured, (including products/completed operations), primary language, waiver of subrogation, loss payee, cancellation notice, certificates of insurance, and other requirements will be provided during the final contract negotiation. Any deductibles applicable to Proposer's insurance shall be the sole responsibility of Proposer.

PROPOSER'S STATEMENT  
REGARDING INSURANCE COVERAGE  
To Be Submitted with Proposal

PROPOSER HEREBY CERTIFIES that Proposer reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 8268 Manure Injection Toolbar. Should Proposer be awarded a contract for the products, Proposer further certifies that Proposer can meet the specified requirements for insurance, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the products specified.

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Name of Proposer (Person, Firm, or Corporation)

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Signature of Proposer Authorized Representative

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Name & Title of Authorized Representative

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Date of Signing

**ADDITIONAL PROPOSER INFORMATION**

**Proposer Name** \_\_\_\_\_

**USER'S LIST**

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

## **GENERAL TERMS AND CONDITIONS**

**Valid Offer:** Proposals received are an irrevocable offer and shall be valid for one hundred and twenty (120) days following the closing date for receipt of proposals.

**Changes to Proposal:** The District retains the right to negotiate changes in a proposal by any offeror, and/or to reject any or all proposals if none of the submittals are responsive to the District's needs.

**Public Record:** All proposals become the property of the District. Accepted proposals and subsequent award(s) become public records. Proprietary information must be clearly marked as such. Pricing and service elements of the successful proposal will not be considered proprietary information.

**Terms of Sale:** Terms of sale may include a cash discount; however, a minimum of "Net 30 days" will be required for this RFP/award.

**F.O.B. Point:** The F.O.B. Point shall be F.O.B. destination, various job sites.

**Certification:** Vendor shall obtain and keep in effect, at all times during the term of the agreement, any licenses and certifications necessary for the Vendor's operations. All such costs shall be at the Vendor's expense.

**Health and Safety:** Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions as required by California Department of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

**Work on District Premises:** Except for those risks inherent in the contracted work, District agrees to provide Vendor and its employees a safe working environment for any work that must be undertaken on premises owned or leased by District. While Vendor's employees are on District's premises, Vendor shall maintain strict work discipline that affects its work in compliance with governmental laws and occupational health and safety regulations.

**Standards of Conduct:** Vendor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. Vendor and staff shall always be courteous, cooperative and professional toward District representatives and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of the District.

**Correspondence:** Vendor or his/her designated officer shall respond to all inquiries and complaints expeditiously and in a professional manner. Correspondence shall be made on the Vendor's official stationary.

**Termination upon Unsatisfactory Performance:** Whenever, in the opinion of the District, the said service is not satisfactory, Vendor shall be advised of the reasons in writing. If Vendor fails to immediately correct



the unsatisfactory condition(s), District may declare the contract in default, terminate the contract, and contract with another.

**Right to Terminate:** Either party may terminate the contract, without cause, by notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least sixty (60) calendar days after receipt of notice by the non-terminating party. Notwithstanding, Vendor shall remain obligated to provide goods pursuant to the contract and District shall remain obligated to pay compensation for the goods ordered prior to the effective date of such termination.

**Force Majeure:** Vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase if hindered or prevented by fire, strikes, or acts of God.

**Recycling:** The District in recognition of concerns for the depletion of natural resources, dwindling landfill space, and the ecological effect of wastes in the environment, encourages the use of recycled, recyclable and reusable products and materials. Hence, consideration will be given for product(s) that contain recycled material or have the potential of being recycled, if the availability, fitness, quality, purpose and price of the recycled product(s) is otherwise equal to or better than, virgin products.

**Changes:** Should District request any deviations, additions or deletions of items specified on the contract, it shall be at liberty to do so. Such alterations shall not nullify the contract, but shall be added or be deducted from the agreed amount, as the case may be, by a fair and reasonable valuation, and upon the mutual agreement of the parties.

**Subcontracting:** Performance of work may not be subcontracted except upon consent of District; and, no such subcontracting will be permitted if it would relieve the original Vendor or his surety of their responsibilities under the contract.

**Drug-free Workplace:** In submitting a Request for Quotation/Bid/Proposal, Vendor certifies that its place of business provides a drug-free workplace and has:

1. Published a “Drug-free Workplace: statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Vendor’s workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Established a Drug-free Awareness Program to inform employees about:
  - a. The dangers of drug and alcohol abuse in the workplace.
  - b. The Vendor’s policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Vendor’s “Drug-free Workplace” statement.

**Non-appropriation:** The contract will be subject to annual appropriation by the Board of Directors. Should the Board fail to appropriate funds for this contract, it will be terminated when existing funding is exhausted.

**Non-discrimination:** Vendor shall not discriminate in the provision of services because of color, race, creed, national origin, religion, sex, sexual orientation, age, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), American with Disabilities Act (42 U.S.C. Section 12131 et seq.), and other applicable laws requiring no discrimination.

**Non-assignment:** Vendor shall neither assign nor subcontract any part of the services under this contract without prior written consent of the District.

**Unrestricted Quantities:** The District is not limited to purchase all of its requirements from any contract resulting from this RFP/award.

**Vendor not an Agent:** Except as the District may specify in writing, Vendor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Vendor shall have no authority, express or implied pursuant to the contract to bind the District to any obligation whatsoever.

**Compliance with all Laws and Jurisdiction:** Vendor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws. The laws of the State of California, the State in which this contract was executed, shall govern the interpretation and enforcement of this contract. The parties agree to submit any disputes arising under this contract to a court of competent jurisdiction located in Sacramento, California.

**In Writing:** Oral communications with District employees about this Request for Quotation/Bid/Proposal shall not be binding on the District, and shall not excuse Vendor from any obligation set forth herein. No modifications or amendment to the Request for Quotation/Bid/Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the issuing buyer.

**Integration Clause: This contract constitutes the entire contract between District and Vendor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between District and Vendor regarding the subject matter of this contract are hereby-terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing and is signed by the parties hereto.**

## **STANDARD TERMS AND CONDITIONS**

### **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.

### **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 to the Sacramento Regional County Sanitation District (RegionalSan), 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. Exemption certificates will be furnished when federal excise tax is exempted.

- 6. LIABILITIES:** The bidder shall hold SRCSD (RegionalSan), its 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 the SRCSD (RegionalSan) or bidder because of the unauthorized use of such articles.
- 7. COMPLIANCE WITH ALL LAWS AND JURISDICTION:** Vendor shall observe and comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws. The laws of the State of California, the State in which this contract was executed, shall govern the interpretation and enforcement of this contract. The parties agree to submit any disputes arising under this contract to a court of competent jurisdiction located in Sacramento, California.
- 8. 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 District warrant or check.
- 9. DEFAULT BY VENDOR:** In case of default by vendor, the SRCSD (RegionalSan) 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 SRCSD (RegionalSan). 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.
- 10. AWARDS:**

  - a. The SRCSD (RegionalSan) 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. The SRCSD (RegionalSan) 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.
- 11. 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.
- 12. 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

13. 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 proposer 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.
14. **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.
15. **INDEMNITY:**

To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold harmless the District and the County, its governing Board, 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, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Vendor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Vendor, or for which the Vendor is legally liable under law, excepting only those Claims, to the extent caused by the negligence or willful misconduct of an Indemnified Party. Vendor shall not be liable for any Claims caused by the sole negligence of an Indemnified Party. This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Vendor or the Vendor’s Sub-vendors. 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.

**EXCEPTION RESPONSE PAGE**

<b>PROPOSAL ITEM</b>	<b>REQUIREMENT DESCRIPTION</b>	<b>EXCEPTION or DEVIATION</b>

## **WARRANTY /Product Support**

### **WARRANTY / PRODUCT SUPPORT**

Provide detailed information on firm's warranty policy for the products in this RFP. List the dollar value of the parts inventory carried by the firm for the proposed products.

NONCOLLUSION DECLARATION

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_[state].”

Signature \_\_\_\_\_