

**REQUEST FOR PROPOSAL** This Is Not An Order - Make A Copy For Your File - Return Original

<b>SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT (REGIONAL SAN) 8521 Laguna Station Road Elk Grove, CA 95758</b>		Issue Date	January 11, 2019
		Proposal Number	<b>RFP No. 8316</b>
<b>V E N D O R</b>	(Enter Name and Address here).	Return your Proposal in envelope, sealed and clearly marked on outside with Proposal number and date shown below to:	
		<b>SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT 8521 LAGUNA STATION ROAD ELK GROVE, CA 95758-9550 ATTN: RFP No. 8316</b>	
		Proposals must be received at REGIONAL SAN Reception and logged in prior to the date and time indicated. Proposals will not be accepted after 3:00 P.M. on:	
		<b>February 6, 2019</b>	
		For Additional Information Contact	
		<b>Issuing Officer:</b>	<b>Tamblynn Stewart</b>
		<b>PHONE:</b>	<b>916 875-9014</b>
		<b>Merchandise or Service for Delivery To:</b> Sacramento Regional Wastewater Treatment Plant 8521 Laguna Station Road Elk Grove, CA. 95758 Contact: Ed Schwierzke	

**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 Proposal:

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

**Brush Aerators**

This Request for Proposal (RFP) is to purchase two (2) 10-hp and two (2) or more 15-hp brush aerators in accordance with the instructions, specifications, and terms and conditions attached hereto. By submitting a signed proposal, the proposer certifies that the entire Request for Proposal package has been received, reviewed, and is included with the proposer's response.

## NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San), located at 8521 Laguna Station Road, Elk Grove, CA 95758, invites sealed proposals for the purchase and delivery of two (2) 10-hp and two (2) or more 15-hp brush aerators.

Proposals will be received at Regional San, 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00p.m., February 6, 2019** to be publicly opened and declared aloud by District representatives.

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

Sacramento Regional County Sanitation District  
8521 Laguna Station Rd  
Elk Grove, CA 95758,  
ATTN: RFP No. 8316

- 2) Proposer envelope must clearly list Vendor name and return address. Envelopes that do not list Vendor name and address will not be opened.
- 3) Brush Aerators must be delivered within 120 days of issuing the purchase order.

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

## KEY ACTION DATES

Proposal Issue: January 11, 2019

Question Due Date: January 23, 2019

Proposal Due Date: **February 6, 2019 by 3:00pm**

Intent to Award: February 14, 2019

Purchase Order Award: February 21, 2019

<p><b>Information provided in this proposal:</b></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>• Specifications</li> <li>• Evaluation Criteria</li> <li>• Cost Response Page**</li> <li>• General Terms and Conditions</li> <li>• District Insurance Requirements</li> <li>• Insurance Coverage Statement **</li> <li>• Additional Proposer Information **</li> <li>• Warranty / Product Support **</li> <li>• Standard Terms &amp; Conditions</li> <li>• Exceptions Response Page **</li> <li>• REGIONAL SAN Proposer’s Basic Data Sheet **</li> </ul>	<p><b>Proposer Response:</b> 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</li> <li>• Insurance Coverage Statement</li> <li>• Additional Proposer Information</li> <li>• Warranty / Product Support</li> <li>• Exceptions Response Page</li> <li>• REGIONAL SAN Proposer’s Basic Data Sheet</li> <li>• California ARB Executive Order for engine proposed</li> <li>• Two (2) copies of proposal and mark the original as the “Original” or “Master Copy”</li> </ul>
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**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.

## **INTRODUCTION**

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**INVITATION:** The Sacramento Regional County Sanitation 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 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 (REGIONAL SAN)

**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 Vendor will have different obligations than “you” as a Proposer or Supplier will have:

*Supplier* - A business entity, which may provide the subject goods and/or services.

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

*Vendor* - The Proposer who is response to this RFP is found by Purchasing to meet the needs of the District. Vendor will be selected for award, and will enter into a contract for provision of the goods and/or services described in the RFP.

**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.

**RFP CLARIFICATION:** Questions regarding this RFP 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 Proposers.

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

**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 from any obligation regarding this RFP. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this RFP.

**AWARD:** Award will be made to the lowest responsible proposer.

**CONTRACT EXECUTION:** This RFP and the Vendor’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 proposer who has questions or concerns should immediately contact the Issuing Officer for discussion. Any proposer 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 Proposer’s Response (as it may be clarified);
- 3) the provisions of the RFP (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 Proposals, questions, and all other correspondence concerning this RFP is:

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)

**PROJECT CONTACT:**  
Melenie Davis  
Regional San Fleet Manager  
Telephone: (916) 875-9159  
[davisme@sacsewer.com](mailto:davisme@sacsewer.com)

**VENDOR EXAMINATION OF THIS RFP/QUESTIONS:** Vendor shall examine carefully the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP 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 RFP, 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 RFP or on procedural matters regarding the proposal process may request clarification by contacting the Issuing Officer identified above.

**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.

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

Proposals 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 proposal and the attribute, condition or capability as a requirement of the RFP, the proposal shall be rejected.

The proposal 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 Proposal shall be rejected.

**ACCEPTANCE AND REJECTION OF PROPOSALS** - The District reserves the right:

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

**The District's decision shall be final.**

### **PROPOSAL INQUIRES**

Questions regarding this proposal should be referred to:

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT  
Purchasing & Material Support  
8521 Laguna Station Rd.  
Elk Grove, CA95758

Attn: Tamblynn Stewart  
Sr. Contract Services Officer  
(916) 875-9014  
[stewartt@sacsewer.com](mailto:stewartt@sacsewer.com)

These inquiries are to be submitted by **January 23, 2019**. Any interpretations by the District will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

**Note:** The District will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope by 3:00PM on February 6, 2019. Refer to instructions on the cover page.

# Specifications: Brush Aerators

## Scope

Purchase floating brush aerators to replace existing brush aerators that are at the end of their useful life. The intent is to purchase two (2) 10-hp and two (2) or more 15-hp brush aerators.

All equipment, materials, and workmanship shall be of highest grade in accordance with modern practice. Equipment described and furnished within these specifications shall be in full conformity of drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer unless the client or representative engineer notes exceptions. The equipment supplied will be new and unused except for assembly, testing and calibration.

## Background

The sludge storage basis (SSBs) are the next to last step in the solids disposal process. The Digested Sludge is pumped from the digesters to the SSBs on an intermittent basis daily. The SSBs are facultative ponds in which anaerobic bacteria continue the reduction process begun in the digesters at a much slower rate. The biosolids are stabilized in the SSBs for a period of three to five years before being harvested and applied to lined dedicated land disposal (LDDL) sites.

The SSBs have surface aerators that run to help with the distribution of sludge throughout the ponds and to circulate oxygen to sustain an aerobic layer in the ponds.

The existing mixers consist of a local control panel at the shoreline with a gangplank going out to a floating dock to which the mixer is mounted. A waterproof motor powers a belt-driven, speed-reducing gearbox that is in turn attached via direct-drive shaft to a large, rotating drum. Each drum has ranks of palm-sized paddles or blades attached to it (24 rows, 8 paddles) 192 paddles per drum. The existing motors are 15- or 25-hp.

## Equipment Specifications

10-hp floating brush aerators and 15-hp floating brush aerators

- **Main Frame:** The brush aerator main frame shall be fabricated from stainless steel and coated to protect from struvite buildup. It shall be welded and bolted together with stainless steel hardware. Linkage to adjust the operating depth of the horizontal rotor blade; horsepower requirements, amperage draw and provide leveling shall be included. The assembly will be connected to existing gangplanks.
- **Flotation Assembly:** Each brush aerator shall have flotation tanks attached using stainless steel bands. The bands shall be connected to the mainframe with stainless steel pins and bolted brackets. The tanks shall be stainless steel. They shall be seam welded and pressure checked after fabrication. The tanks shall be foam filled and coated to protect from struvite buildup.
- **Rotor (drum) Assembly:** Brushes shall have a v-shaped angle, welded on both sides, and in a spiral configuration. The rotor assembly shall be constructed stainless steel. The rotor shall have about 200 paddles that are minimum 6-inch wide and 14-inch long. Lifting eyes shall be welded on the rotor pipe so that the unit can be balanced during installation or removal.
- **Drive Train:** The drive and non-drive shaft shall be fabricated from stainless steel. The drive train shall be sealed to prevent wastewater, solids in the wastewater and corrosive wastewater gasses from entering. The flange bearing needs to have a minimum rating life of 100,000 hours. A grease feeder type system shall be provided with each floating brush aerator to lubricate the bearing.

- Gear Reducer: The gear reducer shall be directly mounted to the rotor assembly's drive shaft with a tapered-bushing assembly. The gear reducer shall have tapered roller bearings
- Motor: The floating brush aerator motor shall be a 10 or 15-hp, 3-phase, 60 Hertz, 230.460 volt, 1750 RPM with a 1.25 operating service factor when the motor is operating at 90% of rated full load during normal operation. The motor shall be totally enclosed, fan cooled, rated for severe corrosion-duty, NEMA Class F insulation, cast iron construction with epoxy coating and stainless steel hardware and nameplate. The manufacturer shall provide certification that the nameplate data affixed to the motor is valid, specific data applicable to that specific motor.
- Rotor Bearing: The non-drive end bearing shall be grease lubricated, stainless steel, eccentric collar, ball-bearing assembly. The bearing shall have a stainless steel inspection cover. The bearing shall have an L10 bearing life over 100,000 hours. A grease feeder shall be included to provide grease to the bearing as needed.
- Anchoring: The anchoring system shall hold the aerator firmly in place. The anchoring system shall be fabricated from stainless steel. The anchoring system shall not restrict the brush aerators flotation and allow continuous operations with fluctuations in the water surface elevation (plus or minus 3 feet).



## GENERAL

1. It is the intent of Regional San to purchase a piece of equipment that will provide optimum benefit to the District. This does not necessarily mean that REGIONAL SAN will buy the lowest priced product. Consideration will be given to delivery dates, product warranty, service and parts support available in the Sacramento area,
2. **USERS LIST:** Proposer will provide, with the proposal, a user's list showing the names and addresses of person's in the western United States using the proposal product. This may be used, as a reference list by REGIONAL SAN and consideration will be given to the number of users in this area.
3. **DOCUMENT REVIEW:** The Proposer will provide, for REGIONAL SAN to review, at the request of REGIONAL SAN, prior to proposal award, copies of shop and service manuals for the equipment that was proposal. Incomplete shop or service information may be cause for rejecting a proposal.
4. **DEMONSTRATION:** At the request of REGIONAL SAN, the Proposer may be required to provide a demonstration of the product proposal. At the request of REGIONAL SAN, failure to provide a demonstration as soon as reasonably possible but not to exceed thirty (30) days from the time of the request or failure of the product to perform satisfactorily during the demonstration may be grounds for proposal rejection.
5. **START UP / TRAINING:** The successful Proposer will be required to conduct training on operations and maintenance for up to three (3) days, such that personnel designated to operate the equipment shall be provided with minimum of one (1) day 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 REGIONAL SAN upon request:
  - a. Qualifications and experience of instructor(s) with specified vehicle(s) or equipment.
  - b. Curriculum used during the operator training.
  - c. REGIONAL SAN 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.

Regional San will video tape the onsite training for future training of new staff.

6. **REGULATIONS:** The unit furnished to meet these specifications, including all equipment and accessories, will comply with all current regulations of (1) California Code of Regulations, (2) Cal-Osha standards as applicable; (3) California Environmental Protection Agency, Air Resources Board (ARB) 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 REGIONAL SAN 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 REGIONAL SAN 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. **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.

**9. HOSES, CABLES AND ELECTRICAL:** For all body, ancillary equipment installation and 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. Positive protection or metal shielding will be used to preclude chaffing against frame members chassis, components, etc.
- e. Any penetration of a weather resistant or proof type toolbox, cabinet or compartment will be sealed to avoid water intrusion.
- f. Wiring, internal and external, will be enclosed in loom and hoses and cables will be properly secured and routed in a neat professional manner.
- g. Any wiring passing through a compartment, tool or materials supply or work area will be encased in steel tubing for protection. Tube ends will be properly cleaned and de-burred to prevent any wire chaffing.
- h. Electrical Tape is not permitted in wrapping wiring, connections or as a loom support.
- i. The use of "Scotch Lock" or equivalent wiring harness connectors is not acceptable.
- j. 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.

**10. DELIVERY:** The vehicle(s)/equipment will be delivered and installed at the owners designated site. This shall include complete assembly, adjustments, and service and set up. Service shall include lubricating fluids and coolant system protection to -10F. All filters to be changed within the first ten (10) hours of operation shall be provided. Vehicle/equipment will be delivered to:

Sacramento Regional Wastewater Treatment Plant  
8521 Laguna Station Road  
Elk Grove, CA. 95758  
Contact: Ed Schwierzke

**11. PAYMENT:** REGIONAL SAN 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 REGIONAL SAN has accepted the vehicle/equipment.

**12. NOISE LEVEL:** The maximum allowable operating noise level for this vehicle/equipment, including all mechanical or hydraulic systems will not exceed 85dB (A) unless pre-approved by REGIONAL SAN.

**13. WARRANTY AND OTHER REQUIREMENTS:** All items furnished in accordance with these specifications shall be covered by the manufacturer's warranty and/or supplier's warranty or guarantee on new equipment. 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 hours that REGIONAL SAN 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. All equipment on vehicle/equipment will be installed so that all manufacturers' warranties remain in effect. Vendor/Dealer will be responsible for any equipment installed in such a way that voids any manufacturer warranties of those components.
- d. Vendor/Dealer or its authorized repair facility will be responsible for transportation and associated costs from REGIONAL SAN to the designated warranty repair facility and return to the designated REGIONAL SAN

or REGIONAL SAN authorized facility for the unit(s) proposed throughout the entire warranty period including extensions.

- e. Warranty will start upon the acceptance of the completed unit by REGIONAL SAN.
- f. 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.

**14. DOCUMENT/MANUALS:** Vendor/Dealer will provide the documentation and manuals listed below. Manuals provided will be current and of the same model provided to REGIONAL SAN, not for “similar” models.

**Required:**

- a. Manufacturer and manufacturer's type designation.
- b. Copy of manufacturer's warranty.
- c. Two (2) copies of the operations and maintenance manuals, including lubrication guide, recommended preventative maintenance, and troubleshooting instructions.
- d. Two (2) copies of repair, service and parts manuals.

**15. 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 motor. 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.

**16. 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. REGIONAL SAN 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 and suspension without rubbing, interfering or limiting in any way.

**17. FLUIDS AND SERVICING:** The new vehicle/equipment will be completely serviced by the successful Proposer or their authorized agent. All fluid levels including any auxiliary equipment included in this proposal will be filled to manufacturer's recommended capacity prior to receiving at the delivery destination.

**18. QUESTIONS:** After a successful Proposer has been awarded a proposal, should at any time during the fabrication process that vendor have a question or doubt about any of the specifications listed in this document they will notify the REGIONAL SAN Project Contact for clarification before continuing. All questions prior to the proposal award will be directed to the Contracts and Purchasing agent listed on the front of this RFP.

**19. EQUIVALENTS:** All components specified that include the language “or equivalent” will mean the same in configuration, specifications and minimum performance of the component.

**Evaluation and Award Matrix:** The evaluation team will consist of departmental representative(s). 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 in accordance with the following requirements:

1. Proper completion and submittal of required proposal documents

Proposers who did not respond in accordance with any of the above requirements may 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. Proposals that score below 75 points will be disqualified.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Score</b>
<b><i><u>Competitive Price</u></i></b>	<b>75</b>	
<b><i><u>Service and Parts Availability</u></i></b>	<b>10</b>	
<b><i><u>Delivery time to District</u></i></b>	<b>15</b>	
<b>Total Score</b>	<b>100</b>	

## COST RESPONSE

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

State quantity and pricing for each item below, FOB **DESTINATION**. Freight charges (if applicable) must be identified separately.  
The District reserves the right to award on an individual item basis.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	2 EA	10-Hp brush aerators	\$ _____	\$ _____
2	2 EA	15-Hp brush aerators	\$ _____	\$ _____
3	___ Each Additional	15-Hp brush aerators	\$ _____	\$ _____
		Subtotal:		\$ _____
		Nontaxable Freight Charges (if applicable):		\$ _____
		Other Nontaxable Charges Example: Tire Fees Total:  Describe:		\$ _____
		Total Proposal Price:		\$ _____

Please indicate delivery in calendar days once purchase order is received \_\_\_\_\_.

## **GENERAL TERMS AND CONDITIONS**

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### **1. COMPLIANCE WITH STANDARD TERMS & CONDITIONS:**

You agree to be bound by our standard “boilerplate” conditions, a sample of which is attached to page 23-25 of this RFP.

### **2. INSURANCE:**

The insurance provisions attached on pages 15-18 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. HOLD HARMLESS:**

The vendor shall hold the Sacramento Regional County Sanitation District, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the Sacramento Regional County Sanitation District or himself because of the unauthorized use of such articles.

### **4. INVOICING:**

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

Attention: Accounts Payable  
Sacramento Regional County Sanitation District  
8521 Laguna Station Road  
Elk Grove, CA 95758  
[SRCSDFiscal@sacsewer.com](mailto:SRCSDFiscal@sacsewer.com)

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.

2. Invoices shall be rendered in arrears.
3. Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
4. 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.

## DISTRICT INSURANCE REQUIREMENTS FOR VENDORS

Without limiting VENDOR'S indemnification, VENDOR 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 VENDOR, its agents, representatives, or employees. REGIONAL SAN shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of REGIONAL SAN Risk Manager, insurance provisions in these requirements do not provide adequate protection for REGIONAL SAN and for members of the public, REGIONAL SAN may require VENDOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. REGIONAL SAN'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

VENDOR shall furnish REGIONAL SAN with certificates evidencing coverage required below. Copies of required endorsements must be attached to certificates provided. REGIONAL SAN 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 REGIONAL SAN and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by REGIONAL SAN before performance commences. REGIONAL SAN reserves the right to require that VENDOR 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 REGIONAL SAN Risk Manager.

**AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001. 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, if applicable.

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**

VENDOR 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:	\$2,000,000
Each Occurrence:	\$2,000,000

Automobile Liability:

Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.

Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

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

**4. Deductibles and Self-Insured Retention**

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by REGIONAL SAN.

**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 with a current A.M. Best's rating of no less than A-: VII. SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO REGIONAL COUNTY SANITATION 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 SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: The VENDOR shall maintain all insurance coverages and limits in place at all times and provide SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT with evidence of each policy's renewal within ten (10) days after its anniversary date. VENDOR is required by this Agreement to immediately notify SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. VENDOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope, or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.



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

- a. ADDITIONAL INSURED STATUS: SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of VENDOR; products and completed operations of VENDOR; premises owned, occupied or used by VENDOR; or automobiles owned, leased, hired or borrowed by VENDOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.
- b. PRIMARY INSURANCE: For any claims related to this agreement, VENDOR'S insurance coverage shall be endorsed to be primary insurance as respects SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees and authorized volunteers and agents. Any insurance or self-insurance maintained by SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents shall be excess of VENDOR'S insurance and shall not contribute with it.
- c. SEVERABILITY OF INTEREST: VENDOR'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.  
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 SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by VENDOR. Should VENDOR be self-insured for workers' compensation, VENDOR hereby agrees to waive its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers.

**9. Notification of Claim**

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

Proposer HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals No. 8316 – Brush Aerators. Should the Proposer be awarded a Purchase Order, proposer further certifies that the proposer can meet the specified requirements for insurance, including insurance coverage, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the purchase specified.

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Name of Proposer (Person, Firm, or Corporation)

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Signature of Proposer's 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 the Western United States using the proposed products:

### **WARRANTY / PRODUCT SUPPORT**

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

## STANDARD TERMS AND CONDITIONS BIDS / PROPOSALS / QUOTES

### **1. PREPARATION OF RESPONSE:**

- a. All information requested of the proposer 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 proposer, it must be clearly labeled as such and presented in a sealed envelope within the proposer'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 proposer, 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 REGIONAL SAN, the proposer certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended.

### **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. Sacramento Regional County Sanitation District is exempted from payment of Federal Excise Tax.
- d. No federal tax shall be included in price. Exemption certificates will be furnished when federal excise tax is exempted.

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

- 7. DEFAULT BY VENDOR:** In case of default by vendor, REGIONAL SAN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to REGIONAL SAN. Prices paid by the District must be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the District Purchasing Manager.

### **8. AWARDS:**

- a. REGIONAL SAN reserves the right to: (1) award response's received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all response's, or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of the District. REGIONAL SAN decision shall be final.
- b. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the District, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

9. **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.
10. **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 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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **INDEMNIFICATION:** To the fullest extent permitted by law, **VENDOR shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, and The County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties")** from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, 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 regardless of whether caused in part by an Indemnified Party. VENDOR shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.**

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

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

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

## 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 proposal 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