

REQUEST FOR PROPOSAL

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

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT 8521 Laguna Station Road Elk Grove, CA 95758	Issue Date	March 3, 2020
	Bid Number	RFP No. 8362
V E N D O R (Please complete this section).	Return your proposal in an envelope, sealed and clearly marked on outside with bid number and date shown below to: SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT CONTRACT AND PURCHASING SERVICES DIVISION 8521 Laguna Station Road Elk Grove, CA 95758 Proposal must be received and logged in prior to the date and time indicated. Proposal will not be accepted after 3:00 P.M. on: April 7, 2020	
	For Additional Information Contact	
	Buyer	Robert J. Salinas
	Phone	(916) 875-9013
Delivery Requirement:	As required	

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

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

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

Cold Vapor Atomic Fluorescence Spectrometer (CVAFS) Low Level Mercury Analyzer

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 invites sealed Proposals in response to Request for Proposal No. 8362 for the purchase of a Cold Vapor Atomic Fluorescence Spectrometer (CVAFS) Low Level Mercury Analyzer in accordance with the instructions, specifications and terms and conditions attached hereto. Qualified CVAFS Low Level Mercury Analyzer manufacturer/retailer must have (5) five years of experience with the manufacturing and servicing of CVAFS Low Level Mercury Analyzer testing instruments. Companies having more than one such instrument to offer may submit separate sealed proposals for each offered device.

Such vendors intending to submit proposals should request samples for testing at their earliest convenience. If test samples are not requested the District will assume that the Vendor does not intend to submit a Proposal.

Sealed Proposals for Request for Proposal No. 8362 to purchase a CVAFS Low Level Mercury Analyzer will be received at:

Sacramento Regional County Sanitation District
Purchasing & Material Support
8521 Laguna Station Road,
Elk Grove, CA 95758
Until April 7, 2020 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: Robert J. Salinas
RFP No. 8362

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

Robert Salinas
Contract Services Officer
salinasr@SacSewer.com

KEY ACTION DATES

RFP Issued:	March 3, 2020
Question Deadline:	March 10, 2020
Request for Samples*:	March 10, 2020
Proposal Due Date:	April 7, 2020 by 3 P.M.
Intent to Award:	April 14, 2020
Purchase Order Award:	April 21, 2020
Installation Target Date:	on or before June 1, 2020

***Note:** Contact the Issuing Officer to request samples. Requesting samples prior to the final Sample Request date (above) is advisable.

RFP Contents and Required Response Pages

<p>Information provided in this proposal:</p> <ul style="list-style-type: none"> • Cover Page (Page 1)* • Notice to Vendors • Key Action Dates • RFP Contents and Required Response Pages • Introduction • Invoicing • Instrument Specifications • Evaluation Criteria • Cost Response Forms* • CVAFS Low Level Mercury Analyzer Training Cost* • Performance Response Form* • Specification Response* • Exception Response Page* • Additional Requirements Response* • District Insurance Requirements • Contractor’s Statement Regarding Insurance Coverage* • Non-collusion Declaration* • General Terms and Conditions • Standard Terms and Conditions • SCERS Post Retirement Employee Policy 	<p>Proposal 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"> • Cover Page with authorized signature • Cost Response Forms • CVAFS Low Level Mercury Analyzer Training Costs • Performance Response Form • Specifications Response • Exception Response Page • Additional Requirements Response • Contractor’s Statement Regarding Insurance Coverage • Non-collusion Declaration • Three (3) copies of proposal and mark the original as the “Original” or “Master Copy”
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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
Regional San - Sacramento Regional County Sanitation District

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

Supplier - A business entity engaged in the business of providing Cold Vapor Atomic Fluorescence Spectrometer (CVAFS) Low Level Mercury Analyzers

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.

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

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

Contractor’s Employee - All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor 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 Contractor 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 contractor, 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 AND SAMPLE TEST RESULTS SUBMITTAL

April 7, 2020 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 contractor, 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 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.

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 the District. An unsigned proposal shall be rejected.

AWARD: Regional San will award to the contactor who presents the greatest value, in our view, to Regional San 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 Regional San. Thus, the result will not be determined by price alone.

PURCHASE ORDER EXECUTION: This RFP and the Contractor'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 Contractors 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:

Robert J. Salinas
Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9013
salinasr@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 bid 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.

Technical Questions: Technical questions regarding this purchase shall be forwarded to Chemistry personnel in the Regional San Laboratory through the Issuing Officer.

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:

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

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 61st day and shall be 6 percent per annum.

Instrument Specifications

1. Design

- a. Required: Bench-top design

2. Electrical

- a. Required: 110/120V

3. Cold Vapor Atomic Fluorescence Spectrometer (CVAFS) Mercury Analyzer

- a. Required: Instrument complies with EPA method 1631E criteria
- b. Required: Capable of analyzing mercury in wastewater and surface water matrix using EPA method 1631E.
- c. Required: Automated flow injection or automated purging system
- d. Preferred: Automated purging system
- e. Required: Atomic fluorescence detector
- f. Required: Gold sample trap(s) or cartridge(s)
- g. Required: Gold analytical trap or cartridge
- h. Preferred: Automated addition of oxidant (bromochlorine), stannous chloride, and hydroxylamine hydrochloride solutions
- i. Required: Capable of calibrating mercury according to EPA method 1631 E criteria from 0.2 ng/L – 100 ng/L.
- j. Required: Capable of meeting EPA Method 1631 E calibration acceptance criteria.
- k. Required: Instrument detection limit (IDL) less than or equal to 0.05 ng/L
- l. Required: Method detection limit (MDL) less than or equal to 0.2 ng/L
- m. Preferred: MDL less than or equal to 0.1 ng/L

4. Additional Requirements for Flow Injection Systems

- a. Required: Peristaltic pump
- b. Required: Gas Liquid Separator
- c. Required: Automated rinsing between samples

5. Auto Sampler

- a. Required: Auto sampler with minimum sample capacity of 50 samples
- b. Preferred: Auto sampler with minimum sample capacity of 70 samples

6. Additional Requirements for Systems Using Open Sample Cups, Tubes, or Vials

- a. Required: Autosampler enclosure or instrument enclosure

7. Customer Support

- a. Required: Professional installation
- b. Required: Technical hotline. (Available during Pacific Standard Time work hours; 7am to 4pm for the life of the instrument)
- c. Required: Readily available service personnel. Vendor must respond to service requests by phone or email within 1 business day.
- d. Required: Availability of a service contract
- e. Required: Availability of an extended warranty service contract
- f. Preferred: Tutorial videos for maintenance and use of instrument software

- g. Required: Manual, online, or in software help with step by step directions and pictures for routine maintenance and use of instrument software.
- h. Preferred: Full instrument support for at least 10 years after the end of production
- i. Preferred: Ability to link the instrument for remote troubleshooting by vendor service engineers

8. Software

- a. Required: Windows 10 based
- b. Required: Network interface card
- c. Required: All run tasks performed from the computer
- d. Required: EPA 1631E method templates
- e. Preferred: Ability to evaluate calibration curves to EPA method 1631E specified criteria (i.e. % RSD for the calibration factors, % recovery for the lowest calibration standard, average and RSD for system blanks or bubbler blanks).
- f. Preferred: Ability to calculate % relative error (%RE) or relative standard error (%RSE) for calibration curves
- g. Required: Ability to import sample information from LIMS into a sample list using a CSV, TXT, or Excel file
- h. Required: Ability to export results into LIMS using a CSV, TXT, or Excel file
- i. Preferred: Ability to add additional samples to the run list after the sequence has been initiated
- j. Preferred: Ability to alter the sample list (method, sample IDs, dilution factors, volumes) in real-time after the sequence has been initiated
- k. Preferred: Real-time data review/processing
- l. Preferred: Ability to edit calibration parameters in real-time
- m. Preferred: Ability to search past results by analysis date or sample ID
- n. Preferred: Automated leak/pressure checks
- o. Preferred: Ability to manually control system components for instrument troubleshooting
- p. Preferred: Automated instrument diagnostics
- q. Preferred: Real-time status of system components
- r. Preferred: Free software updates to the newest versions for the life of the instrument
- s. Preferred: Ability to evaluate QC to specified limits (i.e. average and RSD for system blanks, spike recoveries, etc.)
- t. Preferred: Customizable report templates

9. Warranty

- a. Required: Minimum 1 year warranty (includes parts, labor, travel cost)

10. Training

- a. Required: Initial training within a week of installation
- b. Required: At least 2 days of hands on training for at least two people at our laboratory
- c. Required: Training must include all software provided with the instrument
- d. Preferred: Permission for Sacramento Regional County Sanitation District to record training

11. Computer and Printer

Not Needed: We will provide our own computer.

Laboratory Manager reserves the right to waive any of the required specifications.

Evaluation and Award Matrix: The evaluation team will consist of representatives from the Regional San Laboratory. 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 the services described in this RFP.

Evaluation Matrix

Evaluation Criteria	Maximum Points	Score
<p><u>Cost</u></p> <ul style="list-style-type: none"> • Lifecycle Cost • Initial Cost: Instrument hardware, software, and installation • Maintenance and Service Contract • Cost of consumables • Initial training cost 	55	_____
<p><u>Specifications and Performance</u></p> <ul style="list-style-type: none"> • CVAFS Low Level Mercury Analyzer • Auto-sampler • Performance Evaluation • Software • Customer support • Ease of maintenance • Training • User References 	40	_____
<p><u>Response Quality</u></p> <ul style="list-style-type: none"> • Completeness of submitted proposal • Adherence to RFP Specifications, Terms and Conditions 	5	_____
Total score	100	_____

Cost Response Forms*

CVAFS Low Level Mercury Analyzer Cost Response			
Quantity	UM		Extended Price
1	EA	Purchase Cost: Instrument hardware and software	\$
1	EA	Less Trade-in Allowance / Credit	\$
1	EA	Initial training cost	\$
1	EA	Software installation on the computer supplied by Regional San	\$
		Total Proposal Amount: (Sum of all Proposal list items above)	\$

***Quotes for multiple instrument configurations are encouraged.**

CVAFS Low Level Mercury Analyzer Cost Response			
Quantity	UM	Service and Maintenance Contract	Annual Cost
1	YR	Level I (Color*_____)	
1	YR	Level II (Color*_____)	
1	YR	Level III (Color*_____)	
	YR	Warranty (Please provide warranty length).	
		*If applicable, or other designation.	

Provide a list of all service and maintenance contract options, including multi-year contracts. Include a description of each type of contract and pricing.

Cost Response (Continued)

CVAFS Low Level Mercury Analyzer Cost Response					
Quantity	UM	Consumable	Cost	Is consumable cost included with Service/Maintenance Contract? (yes or no)	Replacement Interval (i.e. daily, monthly, every 1000 samples, etc.)
1	EA	Sample tubes, cups, or vials			
1	EA	Gold trap or cartridge			
1	EA	Heating coil			
1	EA	Mercury lamp			
1	EA	Phototube			
1	EA	Soda lime scrubber or dryer			
1	EA	Nafion dryer			
1	EA	Hg removal trap			
1	EA	Activated carbon filter			
1	EA	Autosampler needle or probe			
		Tubing			
Other Instrument Consumables (please list)					
Quantity	UM	Consumable	Cost	Is consumable cost included with Service/Maintenance Contract? (yes or no)	Replacement Interval (i.e. daily, monthly, every 1000 samples, etc.)

Cost Response (Continued)

CVAFS Low Level Mercury Analyzer Cost Response				
Reagents	Concentration (%w/v)	Volume needed per sample (mL)	Addition method (i.e. automatically by instrument, manually by analyst)	Analysis and standby flow rates (flow injection or continuous flow instruments only)
Stannous chloride solution				
Hydroxylamine hydrochloride solution				
Bromochlorine solution				

Volume of sample needed per analysis (mL) _____

Gas Usage			
	Flow rate during analysis	Flow rate during standby	Does instrument automatically go to standby? (yes or no)
Argon			
Nitrogen			

Performance Response Form

Calibrate the instrument according to EPA method 1631E criteria using a minimum of 5 calibration standards and at least 3 system or bubbler blanks.

Analyze the samples following EPA method 1631E criteria using the sequence below.

<u>Analytical Sequence</u>	<u>Notes</u>
Bubbler or system blanks	Analyze at least 3 bubbler or system blanks
Calibration	Use at least five different calibration levels. The lowest calibration standard should be 0.2 ng/L or lower. The highest calibration standard should be 100 ng/L or higher.
Calibration verification (OPR solution)	Analyze a 5 ng/L mercury standard
Bubbler or system blank	
Sample 1*	Expected concentration is < 0.2 to 100 ng/L
Bubbler or system blank	
Sample 2*	Expected concentration is < 0.2 to 100 ng/L
Bubbler or system blank	
Sample 3*	Expected concentration is < 0.2 to 100 ng/L
Bubbler or system blank	
Sample 4*	Expected concentration is < 0.2 to 100 ng/L
Bubbler or system blank	
Sample 5*	Expected concentration is < 0.2 to 100 ng/L
Bubbler or system blank	
Sample 6*	Expected concentration is < 0.2 to 100 ng/L
Bubbler or system blank	
Calibration verification (OPR solution)	Analyze a 5 ng/L mercury standard

*Samples are preserved with 1.25 mL of concentrated HCl

Provide the following information in the data package for the analytical sequence.

1. Bubbler or system blank report including results, mean peak area or height, mean result, and standard deviation.
2. Calibration report including standard concentrations, calibration factors, mean calibration factor, relative standard deviation (RSD) of the calibration factors, curve type (linear, quadratic, etc.), % recovery for the lowest calibration standard, % relative error (%RE) or relative standard error (%RSE), and plot.
3. Calibration verification (OPR), measured concentrations, percent recoveries, and acquisition dates/times in Excel format.
4. Sample results, dilutions (if required), acquisition dates/times in Excel format.
5. Raw data for the entire analytical run.
6. Method parameters used to analyze the samples (rinse times, number of replicates, gas flow, reagent volume or flow rate (if added automatically), etc.)
7. Instrument model used for analysis. Please list any non-standard instrument features.

Definitions

OPR- Ongoing Precision and Recovery

Specification Response

Design and Electrical		
Specification	Yes/ No	Include specification details as necessary
Required: Bench-top design		
Required: 110/120V		

Cold Vapor Atomic Fluorescence Spectrometer (CVAFS) Mercury Analyzer		
Specification	Yes/ No	Include specification details as necessary
Required: Instrument complies with EPA method 1631E criteria		
Required: Capable of analyzing mercury in wastewater and surface water matrix using EPA method 1631E.		
Required: Automated flow injection or automated purging system		
Preferred: Automated purging system		
Required: Atomic fluorescence detector		
Required: Gold sample trap(s) or cartridge(s)		
Required: Gold analytical trap or cartridge		
Preferred: Automated addition of oxidant (bromochlorine), stannous chloride, and hydroxylamine hydrochloride solutions		
Required: Capable of calibrating mercury according to EPA method 1631 E criteria from 0.2 ng/L – 100 ng/L.		
Required: Capable of meeting EPA Method 1631 E calibration acceptance criteria.		
Required: Instrument detection limit (IDL) less than or equal to 0.05 ng/L		
Required: Method detection limit (MDL) less than or equal to 0.2 ng/L		
Preferred: MDL less than or equal to 0.1 ng/L		

Additional Requirements for Flow Injection Systems		
Specification	Yes/ No	Include specification details as necessary
Required: Peristaltic pump		
Required: Gas Liquid Separator		
Required: Automated rinsing between samples		

Auto Sampler		
Specification	Yes/ No	Include specification details as necessary
Required: Auto sampler with minimum sample capacity of 50 samples		
Preferred: Auto sampler with minimum sample capacity of 70 samples		

Additional Requirements for Systems Using Open Sample Cups or Tubes		
Specification	Yes/ No	Include specification details as necessary
Required: Autosampler enclosure or instrument enclosure		

Customer Support		
Specification	Yes/ No	Include specification details as necessary
Required: Professional installation		
Required: Technical hotline. (Available during Pacific Standard Time work hours; 7am to 4pm for the life of the instrument)		
Required: Readily available service personnel. Vendor must respond to service requests by phone or email within 1 business day.		
Required: Availability of a service contract		
Required: Availability of an extended warranty service contract		
Preferred: Tutorial videos for maintenance and use of instrument software		
Required: Manual, online, or in software help with step by step directions and pictures for routine maintenance and use of instrument software.		
Preferred: Full instrument support for at least 10 years after the end of production		
Preferred: Ability to link the instrument for remote troubleshooting by vendor service engineers		

Software		
Specification	Yes/ No	Include specification details as necessary
Required: Windows 10 based		
Required: Network interface card		
Required: All run tasks performed from the computer		
Required: EPA 1631E method templates		
Preferred: Ability to evaluate calibration curves to EPA method 1631E specified criteria (i.e. % RSD for the calibration factors, % recovery for the lowest calibration standard, average and RSD for system blanks or bubbler blanks).		
Preferred: Ability to calculate % relative error (%RE) or relative standard error (%RSE) for calibration curves		
Required: Ability to import sample information from LIMS into a sample list using a CSV, TXT, or Excel file		
Required: Ability to export results into LIMS using a CSV, TXT, or Excel file		
Preferred: Ability to add additional samples to the run list after the sequence has been initiated		
Preferred: Ability to alter the sample list (method, sample IDs, dilution factors, volumes) in real-time after the sequence has been initiated		
Preferred: Real-time data review/processing		
Preferred: Ability to edit calibration parameters in real-time		
Preferred: Ability to search past results by analysis date or sample ID		
Preferred: Automated leak/pressure checks		
Preferred: Ability to manually control system components for instrument troubleshooting		
Preferred: Real-time status of system components		
Preferred: Free software updates to the newest versions for the life of the instrument		
Preferred: Ability to evaluate QC to specified limits (i.e. average and RSD for system blanks, spike recoveries, etc.)		
Preferred: Customizable report templates		

Warranty		
Specification	Yes/ No	Include specification details as necessary
Required: Minimum 1 year warranty (includes parts, labor, travel cost)		

EXCEPTION RESPONSE PAGE

PROPOSAL ITEM	REQUIREMENT DESCRIPTION	EXCEPTION or DEVIATION

ADDITIONAL REQUIREMENTS RESPONSE PAGE

User Reference List

Identify names, phone numbers, and addresses of at least 3 customers in California, preferably wastewater laboratories, using the proposed products that we can contact:

WARRANTY / PRODUCT SUPPORT

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

PROPOSED DELIVERY AND INSTALLATION DATES:

DISTRICT INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. 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 CONTRACTOR 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.

Verification of Coverage

CONTRACTOR 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 CONTRACTOR provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

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.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

General Aggregate:	\$2,000,000
Products Completed Operations Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

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 Bidder. Coverage shall be on an all-risk basis, including while in transit. Valuation shall be on a replacement cost basis.

Workers' Compensation: Statutory.

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

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

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

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. Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the Additional Insured Parties and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: The CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide the Additional Insured Parties with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is required by this Agreement to immediately notify the Additional Insured Parties 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 (except for reduction due to claims), or otherwise materially changed. CONTRACTOR 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.

Commercial General Liability and/or Commercial Automobile Liability:

- a. **ADDITIONAL INSURED STATUS:** SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an “Additional Insured Party,” and collectively “Additionally Insured Parties”), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR in the performance of the work; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR in the performance of the work; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.
- b. **PRIMARY INSURANCE:** For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects DISTRICTS and the COUNTY OF SACRAMENTO and their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by DISTRICTS and the County of Sacramento and their officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- c. **SEVERABILITY OF INTEREST:** CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR’S subcontractor.

Workers’ Compensation:

WORKERS’ COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed (via a specific endorsement or as required by written contract) to state that the workers' compensation carrier waives its right of subrogation against the Additionally Insured Parties which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the Additionally Insured Parties.

Notification of Claim

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

CONTRACTOR'S STATEMENT REGARDING INSURANCE COVERAGE

To Be Submitted with Proposal

CONTRACTOR HEREBY CERTIFIES that the Contractor has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 8362 CVAFS Low Level Mercury Analyzer. Should the Contractor be awarded a contract for the work, Contractor further certifies that the Contractor can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the work specified.

Name of Contractor (Person, Firm, or Corporation)

Signature of Contractor's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

NONCOLLUSION DECLARATION

To Be Submitted with Proposal

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 a 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 submitting a Proposal. 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, bid 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 _____

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.

Existing Instrument Retention: The Regional San Environmental Laboratory will retain the existing CVAFS Low Level Mercury Analyzer on site so that workflow may continue smoothly until laboratory staff is able to transfer existing workload to the new CVAFS Low Level Mercury Analyzer. This is expected to be up to six months from the formal training of Regional San Environmental Laboratory staff. Existing CVAFS Low Level Mercury Analyzer is a Leeman Hydra AF Gold Plus

Licenses and Permits: Contractor shall obtain and keep in effect, at all times during the term of the agreement, any licenses and permits necessary for the Contractor's operations. All such costs shall be at the Contractor's expense.

Health and Safety: Contractor 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 Contractor and its employees a safe working environment for any work that must be undertaken on premises owned or leased by District. While Contractor's employees are on District's premises, Contractor shall maintain strict work discipline that affects its work in compliance with governmental laws and occupational health and safety regulations.

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

Termination upon Unsatisfactory Performance: Whenever, in the opinion of the District, the said service is not satisfactory, Contractor shall be advised of the reasons in writing. If Contractor fails to immediately correct the unsatisfactory condition(s), District may declare the contract in default, terminate the contract, and contract with another.

Notwithstanding any provision to the contrary, District shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract period. If Contractor fails to perform the services pursuant to the contract, Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

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, Contractor 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: Contractor 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 contractor or his surety of their responsibilities under the contract.

Non-recognition of Subcontractors: No subcontractor will be recognized as such, and all persons engaged in the work under the contract will be considered as employees of the contractor, and their work shall be subject to all provisions of the contract. The District and its representatives will deal only with the contractor, who shall be responsible for the proper execution of the work.

Drug-free Workplace: In submitting a Request for Quotation/Bid/Proposal, Contractor 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 Contractor'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 Contractor'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 Contractor'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: Contractor 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: Contractor 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.

Contractor not an Agent: Except as the District may specify in writing, contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor 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: Contractor 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 Contractor 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 Contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between District and Contractor 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, the bidder 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. 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 the SRCSD, 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 or bidder because of the unauthorized use of such articles.
 - 7. COMPLIANCE WITH ALL LAWS AND JURISDICTION:** Contractor 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 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. 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 reserves the right to: (1) award responses 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 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 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
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must be made and become effective at the time the purchasing body tenders final payment to the responder.

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

14. INDEMNITY:

To the fullest extent permitted by law, Contractor 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 Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party.

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.

SCERS POST RETIREMENT EMPLOYMENT POLICY

- A. Any employee of, or contractor retained by, CONTRACTOR who is retired from Sacramento County service is subject to SCERS Post Retirement Employment Policy and must adhere to limitations on post-retirement service, including a 180-day waiting period before working for the County or REGIONAL SAN/SASD and a 960-hour per calendar year cap when working for the County or REGIONAL SAN/SASD.
- B. Upon execution of this Agreement, CONTRACTOR shall report to REGIONAL SAN/SASD in writing, the names of current and future employees who will provide services under this Agreement, that are retired from Sacramento County employment.
- C. CONTRACTOR must report to REGIONAL SAN/SASD in writing on a semi-annual basis (January 5th and July 5th of each calendar year), the names of employees retired from Sacramento County employment providing services under this Agreement, and hours those employees have worked during the applicable reporting period. CONTRACTOR shall submit reports to SDASCERSReporting@sacsewer.com.
- D. CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.