

**REQUEST FOR PROPOSAL**

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

<b>SACRAMENTO AREA SEWER DISTRICT</b> <b>PURCHASING &amp; MATERIAL SUPPORT</b>		Issue Date	March 26, 2025
		Proposal Number	<b>RFP#8497</b>
C O N T R A C T O R	Return your proposal in an envelope, sealed and clearly marked on outside with proposal number and date shown below to:  Sacramento Area Sewer District 8521 Laguna Station Road Elk Grove, CA 95758 Attn: RFP#8497 Proposals must be received and logged in prior to the date and time indicated. Proposals will not be accepted after 3:00 P.M. on:  <b>April 22, 2025</b>		
	For Additional Information Contact		
	Issuing Officer:	Tyler Carlson	
	Phone	(916) 875-1012	
Delivery Requirement:  As Required		<b>Merchandise or Service for Delivery To:</b>  Sacramento Area Sewer District 10060 Goethe Road Sacramento, CA 95827	

***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 Proposals:

Firm Name	Terms of Sale
Signature	F.O.B. Point:
Printed Name	Shipping Date _____ / ARO
Federal Tax Identification Number:	
Date:	Telephone:
E-Mail:	Fax:

**Server Solution to Support Sacramento Area Sewer District's Supervisory Control and Data Acquisition (SCADA) System**

This Request for Proposal (RFP) #8497 is for the submission of proposals to provide the server solution to support Sacramento Area Sewer District's SCADA System located at the 10060 Goethe Road, Sacramento, CA 95827 in accordance with the attached specifications, terms and conditions.

## NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District (SacSewer) invites sealed proposals for Server Solution to Support SacSewer's SCADA System. Proposals will be received at Sacramento Area Sewer District, 8521 Laguna Station Road, Elk Grove, CA 95758, Attn: RFP#8497

Proposals are to be publicly received and identified aloud by District representatives.

Any respondent who wishes its proposal to be considered is responsible for making certain that its proposal is actually delivered to said address. Proposals shall be addressed to:

Sacramento Area Sewer District  
8521 Laguna Station Road  
Elk Grove, CA 95758  
Attn: RFP#8497

Detailed proposal request document **RFP#8497** can be obtained by contacting SacSewer  
<https://www.SacSewer.com/business-opportunities/>

SacSewer hereby notifies all respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations of beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy as set forth hereunder.

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

## **STATEMENT OF WORK**

### **Introduction and Purpose of this Document**

With this Request for Proposal (RFP), the Sacramento Area Sewer District (SacSewer) requests pricing information regarding your company and your company's services.

This document contains a description of the desired server solution required by the Sacramento Area Sewer District. The District will only accept brand new DELL equipment. Refurbished or otherwise used or renewed equipment will not be accepted. Equipment must be from DELL with a valid DELL warranty. If equipment does not meet the District's expectations, the product will be returned at Vendor's cost.

### **RFP Response**

Please respond to this RFP with a document that details your company's ability to provide us the requested server solution.

If you have questions, please email them to Tyler Carlson at [carlson@acsacsewer.com](mailto:carlson@acsacsewer.com). Your question and the response will be distributed to everyone who received a copy of the RFP.

### **Background**

SacSewer is utilizing DELL servers to manage the districts SCADA system. The current server configuration consists of three DELL PowerEdge 730's running the SCADA software, one PowerEdge 730 for the SQL database, two Dell R330 servers as domain controllers and one R450 as a development system. All of the servers listed with the exception of the development system are at end of life and need to be replaced.

**Scope of Work:**

SacSewer expects the successful proposer to provide pricing for the purchase and delivery of the **new** DELL rack mount servers, including any mounting hardware needed, and a 7 year DELL support contract for each server. The server solution will consist of four main servers and two support servers. The specifications will be provided as Attachment B, upon completion of a Confidentiality and Nondisclosure Agreement. The deadline to submit the Confidentiality and Nondisclosure Agreement is April 2, 2025 by 3:00pm

Items are to be delivered to:

Thomas Ross  
10060 Goethe Rd  
Sacramento, CA 95827

In your response, indicate pricing for all items listed. Please include any items we may have missed in our listing which would be needed for our configuration to work. Add the additional items under the category of "Additional Items Needed". Please be as detailed and descriptive as possible.

If there are any exceptions to the proposal, please identify the exceptions and provide an explanation as to the exception. This can be recorded on page 30 of this RFP.

If there are technical questions please contact Tyler Carlson at [carlsont@sacsewer.com](mailto:carlsont@sacsewer.com) before submitting your proposal.

**KEY ACTION DATES:**

RFP Issued:	March 26, 2025
Non-Disclosure Agreement Deadline:	April 2, 2025 by 3:00pm
Question Deadline:	April 9, 2025 by 3:00pm
Proposal Due Date:	April 22, 2025 by 3:00pm
Intent to Award:	May 7, 2025
Contract(s) Award:	May 13, 2025

**Equipment Arrival:**

No more than 4 weeks from award date unless manufacture requirements require more, if so please indicate this in your response.

\*Note: All questions to be sent to [carlsont@sacsewer.com](mailto:carlsont@sacsewer.com) referencing this RFP#8497 by April 9, 2025, 3:00pm.

## PROPOSAL RESPONSE

In order to be considered, interested Respondents must complete and return the following pages.

- Cover page (page 1) – (note- please fill out, sign and return in response)
- Appendix A – Regarding Insurance Coverage
- Appendix B – Contractor Questionnaire
- Appendix C – Additional Information
- Appendix D – Security Statement
- Appendix E – Contractor References
- Appendix F – Contractor Price Sheet
- Appendix G – Exception to Proposal
- Appendix H – Non-Collusion Declaration

## 1.0 INTRODUCTION

1.1 **INVITATION** - The Sacramento Area Sewer District invites Responses which offer to provide the services identified on the Cover Sheet (page 1).

1.2 **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

1.2.1 **We/Us/Our** are terms which refer to the Sacramento Area Sewer District, a duly organized public entity. They may also be used as pronouns for various subsets of the District organization, including, as the context will indicate:

*District* – Sacramento Area Sewer District

*SacSewer* – Sacramento Area Sewer District

1.2.2 **You / Your** are terms that refer to businesses having some sort of relationship to or with us. The term may apply differently as the context will indicate.

1.2.3 **Contractor** – refers to the respective company responding to this proposal

1.2.4 **District** – refers to Sacramento Area Sewer District

1.2.5 **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.

1.2.6 **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.).

1.2.7 **Request For Proposal (RFP)** - This entire document, including appendixes.

1.2.8 **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 SacSewer or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

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

1.4 **DEADLINE FOR PROPOSAL SUBMITTAL: by 3:00 pm on April 22, 2025**

1.5 **RESPONSE AND 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, by Section number, raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

- 1.6 SUBMISSION OF PROPOSALS** – Proposals should be prepared in such a way as to provide a straightforward, 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. One master Proposal and two copies.
- 1.7 COMPLETENESS – Proposals** 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.
- 1.8 FALSE/MISLEADING STATEMENTS** - 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.
- 1.9 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.
- 1.10 AWARD** - SacSewer will award to the contractor(s) who present the greatest value, in our view, to SacSewer 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 SacSewer. Thus, the result will not be determined by price alone. A written protest to the award must be received within three business days to be considered.
- 1.11 PROPOSAL EXECUTION** - This RFP and the Contractor's Response will be made part of any Contract(s) and will be incorporated in the Contract as set forth.
- 1.12 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 Respondent's Response (as it may be clarified);
  - 3) the provisions of the RFP (as it may be supplemented).

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

Tyler Carlson  
Contract Service Officer II  
8521 Laguna Station Road  
Elk Grove, CA 95758  
(916) 875-1012  
[carlsont@sacsewer.com](mailto:carlsont@sacsewer.com)

**1.14 Security:** The successful Respondent and their employees will be responsible for adhering and conforming to all SacSewer security procedures and policies. This will include observing and reporting any suspicious or unusual activity that threatens safety or security.

## **2.0 CONFIDENTIALITY AND SECURITY**

Any contractor engaging in any service for SacSewer, which requires them to come into contact with confidential SacSewer information, will be required to hold confidential such confidential data made available to them. The contractor must assure that all of its employees and agents assigned to work with SacSewer will learn and comply with the security policies and procedures in effect at SacSewer throughout the term of their assignment to SacSewer. The contractor's personnel may be required to pass a security/background check prior to performing any services detailed in this RFP.

The contractor and the contractor's assigned personnel shall access or handle restricted or confidential data only as required for performance of the assigned duties. The contractor and the contractor's assigned personnel shall disseminate such data only to personnel specifically authorized in writing by SacSewer, and in no event shall the contractor or the contractor's assigned personnel discuss or disseminate any data or information whatsoever, which relates to data accessed or handled as a result of this Agreement, to any unauthorized person. Nor shall such data or information be used for any purpose except that purpose for which it was intended, as authorized or directed by SacSewer. Violations by the contractor's personnel may be prosecuted to the full extent allowed by law and the contractor's contract may be terminated.

### **2.1 SacSewer Standards**

All services performed by contractor shall be performed in accordance with standards set forth by SacSewer.

### **2.2 Satisfactory Performance**

Contractor's employees who provide unsatisfactory services shall be removed from SacSewer assignment immediately upon notice of unsatisfactory performance. No payment shall be made for any services rendered by such personnel following such notice or for immediately preceding services which were the direct cause of such notice.

### **2.3 Contractor's Employee Compensation**

The contractor will not demand, nor will SacSewer pay any expenses, fees, or monies not expressly provided for by the contract.

### **2.4 Independence of the Contractor**

The contractor must issue W-2 Forms for income and employment tax purposes for all of the contractor's assigned personnel.

### **2.5 Conflict of Interest**

No officer or employee of SacSewer or member of its governing body shall have any pecuniary interest, direct or indirect, in any contract between SacSewer and the contractor or the proceeds thereof. No employee or agent of the contractor or its employees shall serve on SacSewer's governing body or hold any SacSewer position which by rule, practice, or action nominates, recommends, or supervises the contractor's service to SacSewer or authorizes payment to the contractor.

### **2.6 Non-Discrimination**

Contractor shall not discriminate on the provision of services because of color, race, creed, national origin, religion, sex, sexual orientation, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000D), the Americans with Disabilities Act (42 U.S.C. Section 12131 ET SEQ.), and all other applicable laws and regulation requiring no discrimination.

### **2.7 Rights to Contracted Products**

Products prepared by the contractor or the contractor's assigned personnel, but not including the contractor's administrative communications and records, shall be delivered to and become the exclusive property of SacSewer for no additional fee or charge, and may be used by SacSewer in any way it may deem appropriate.

The ideas, concepts know-how, or techniques developed during the course of services provided by the contractor or jointly by the contractor and SacSewer can be used by SacSewer in any way it may deem appropriate, so long as that use does not violate any term of the contract between SacSewer and the contractor.

The contractor or the contractor's assigned personnel shall not publish or disseminate information gained through participation in their contract(s) with SacSewer without specific prior review and written consent by SacSewer.

## 2.8 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless SacSewer and the County of Sacramento, their respective 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 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 excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. Contractor shall not be liable for 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.

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.

## 2.9 Insurance Requirements for Contractor:

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

A. Workers' compensation: Statutory.

B. Liability arising from other services and operations usually covered under commercial general and automobile liability policies, including products liability; General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$5,000,000
Products Completed Operations Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$50,000

Automobile Liability: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Coverage shall include the transport of hazardous materials or hazardous wastes.

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

C. Errors and Omissions Liability: Professional Liability covering the contractor's professional services with limits not less than \$1,000,000 per claim or occurrence and \$1,000,000 annual aggregate.

The insurance limits may be adjusted by SacSewer at the time of the best and final proposal, contract negotiations, or during the service agreement to cover increased costs. Extensions of policy provisions to cover the interest of SacSewer and its member agencies, such as additional insured, waivers of subrogation, loss payee, cancellation notice, certificates of insurance, and other requirements will be provided during the final contract negotiation. Any deductibles applicable to contractor's insurance shall be the sole responsibility of contractor.

## **2.10 Applicable Laws**

Contractor to provide services specified herein, shall comply with all applicable Federal, State and SacSewer statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California.

## **2.11 Assignment and Sub-Contracting**

No performance to be rendered or payment due may be delegated or assigned. SacSewer must be notified of any services to be performed by a subcontractor and all terms and conditions are applicable to subcontractor's personnel.

## **2.12 Termination**

Either party may terminate the contract at any time by thirty days written notice to the other party, whether or not such other party is in default.

Upon such termination, the contractor agrees to turn over to SacSewer everything in its possession or control pertaining to the services performed by the contractor within seven days of receipt of Notice of Termination by the non-terminating party.

SacSewer agrees to pay, without duplication, for work performed prior to the date of mailing written notice of cancellation by standard US Postal Service and for any work performed at the specific written request of SacSewer prior to the effective date of termination.

## **2.13 Modifications/Extensions**

The contract between SacSewer and the contractors may be modified or extended only by written agreement executed by both parties.

## **2.14 Successors and Waivers**

The contract between SacSewer and the contractor's shall bind the successors of SacSewer and the contractor's in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder.

## **2.15 Benefits Waiver**

If contractor is unincorporated, contractor acknowledges and agrees that contractor is not entitled to receive the following benefits and/or compensation from SacSewer: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, paternal leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, The Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between SacSewer, Sacramento County and its employee organizations. Should any employee or agent of contractor seek to obtain such benefits from SacSewer or the County of Sacramento, contractor agrees to indemnify and hold harmless SacSewer and the County from any and all claims that may be made against SacSewer for the County for such benefits.

### **3.0 COMPLIANCE WITH GENERAL TERMS & CONDITIONS**

You agree to be bound by our standard "boilerplate" conditions, a sample of which is attached on Page 18 of this RFP.

#### **3.1 Confidentiality**

To preserve the integrity of the security and confidentiality measures integrated into our operations, any quoter required to come in contact with confidential SacSewer information to respond to this RFP and to perform the services solicited will be required to sign and submit the Security Statement attached to this RFP (Appendix D).

### **4.0 RESPONSE PRESENTATION & REVIEW**

#### **4.1 Response Content**

So that we may be able to compare competing responses, you must submit your response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your response being disqualified as non-responsive.

Assemble your response in the following order, with sections tabbed and marked by item, letter (Cover Sheet, Appendix A, Appendix B, Appendix C, Appendix D, and Appendix E, etc.) and title as appropriate.

- Cover Sheet – the cover sheet at the front of the RFP must be signed and completed in regards to all information required. The signed cover sheet represents your agreement to supply the requested goods and/or services detailed in the RFP.
- Appendix A – Regarding Insurance Coverage
- Appendix B – Contractor Questionnaire
- Appendix C – Additional Information.
- Appendix D – Security Statement
- Appendix E – Contractor References
- Appendix F – Contractor Price Sheet
- Appendix G – Exception to Proposal
- Appendix H – Non-Collusion Statement

#### **4.1.1 Pre-submittal Corrections**

Responses should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of the person signing the response.

#### **4.2 Submittal of Responses**

The proper submittal of your response is the next step in having us evaluate your offer. Following the below instructions will enable us to consider you a responsive candidate.

##### **4.2.1 Submittal Package**

Submit to the location specified on the Cover Sheet the original (signed and completed) plus two complete copies of your response in a sealed box or envelope, clearly marked on the outside with your company name and return address, the RFP number and the due date.

##### **4.2.2 Submittal Deadline**

We must receive your response no later than the date and time shown on the Cover Sheet. Any response received after that deadline will not be considered.

##### **4.2.3 Advice of Award**

If you proposal on this proposal you will receive an "Intent to Award" letter notifying you of the outcome via email.

#### **4.3 RESPONSE CLARIFICATION**

We reserve the right to request additional written or oral information from proposers in order to obtain clarification of their responses.

##### **4.3.1 Rejection or Correction of Responses**

We reserve the right to reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions, may be waived at our discretion whenever it is determined to be in the SacSewer's best interest.

#### **4.4 EVALUATION PROCESS**

Our sole purpose in the evaluation process is to determine from among the responses received, which ones are best suited to meet the SacSewer's needs. Any final analysis or weighted point score does not imply that one proposer is superior to another, but simply that in our judgment the contractors we select appear to offer the best overall solution for our current and anticipated needs.

#### 4.4.1 Reference Check

Submittal of a response authorizes us to investigate without limitation the background and current performance of your company. We will use the input of references regarding your capability to perform in relation to any aspect of this RFP.

#### 4.4.2 Acceptability

We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.

### 4.5 AWARD CRITERIA

Contract awards will be in accord with, but not limited to, the result of our evaluation of:

- Completeness of Response
- Price
- Delivery Timeframe
- References

**Evaluation and Award:** The evaluation team will consist of representatives of SacSewer. Proposals will be evaluated as follows:

Proposals will be examined as to whether or not the proposer understood and responded with all required proposal documents, properly completed, and the acceptability of exceptions taken to proposal terms and conditions.

The award of the proposal will be based on an assessment of rating criteria which will represent a capability/quality ranking. While price does matter, we will be seeking the best result at a reasonable cost that meets our needs as we interpret them based upon both the qualitative and quantitative information provided in the proposal submittal to the District.

Proposals will be scored according to the rubric below.

<b>Rating Criteria</b>	<b>Weighting</b>
Completeness of Response	20
Price	60
Delivery Timeframe	10
References	10
<b>Total</b>	<b>100</b>

**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.

## **SacSewer Holidays**

**SacSewer Holidays** – there are thirteen SacSewer holidays (14 days off) SacSewer observes in a calendar year.

- New Years Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Cesar E. Chavez
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving (2 days)
- Christmas Day

## GENERAL TERMS AND CONDITIONS

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**Valid offer:** Proposals received are an irrevocable offer and shall be valid for ninety (90) 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 to reject any or all Proposals if none of the submissions are responsive to its needs.

**Public Record:** All Proposals become the property of the District. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Pricing and service elements of the successful Proposal will not be considered proprietary information.

**F.O.B. point:** The F.O.B. point shall be FOB. Destination (Sacramento CA)

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

**Health and safety:** The 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 Cal-OSHA (California-Occupational Safety and Health Administration) and the General Industry Safety Orders for health and safety.

**Hazardous materials:** All materials subject to the requirements of the California Code of Regulations, Title 8, Article 110, Section 5194 must be identified.

**Material safety data sheet:** It is required by law that all hazardous materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery.

**Work on District premises:** Except for those risks inherent in the work to be performed by the Contractor, the District agrees to provide the Contractor and its employees a safe working environment for any work in the performance of this contract that must be undertaken on premises owned or leased by the District. While the Contractor's employees are on the District's premises, the Contractor shall maintain strict work discipline and effect its work in compliance with governmental laws or regulations pertaining to occupational safety and health. Contractor shall not enter District premises to start work without making prior arrangements.

**Standards of conduct:** The 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. In addition, the Contractor and crew shall always be courteous, cooperative, and professional toward District representative 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.

**Public safety:** The Contractor shall erect such warning and directional signs as may be necessary for public safety.

**Protection of property:** The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damage to existing facility or property caused by the contractor's personnel or equipment will be promptly repaired by the District to the condition existing before the damage occurred, and the

Contractor and/or the Contractor's surety shall fully reimburse the District for all expenses, including the cost of labor.

**Correspondence:** The Contractor shall respond to all inquiries and complaints in an expeditious manner. Correspondence shall be conducted on the contractor's official stationery. The Senior Contract Services Officer shall receive a copy of all correspondence.

**Timely reporting of incidents:** The Contractor shall immediately report any on-the-job incident to the District representative. At the earliest available time following the incident, the Contractor shall prepare and submit a written report to the District representative, fully documenting the incident.

**Right to terminate:** Either party may terminate this agreement, without cause, by notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least thirty (30) calendar days after receipt of notice by the non-terminating party.

**Changes in work:** Should the District, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make void the agreement, but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of the parties.

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

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

**Dismissal of unsatisfactory employees:** If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District representative, or is, in the opinion of the District representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the District representative.

**Liability of District officials:** Neither the District, nor its officers, employees, agents, nor representatives, nor any of them shall be responsible for any liability arising in the performance of the contract. For instance, the Contractor may elect to store his/her equipment, materials, and supplies at the job site (upon obtaining permission), but does so at his/her own risk.

**Indemnification:** The Contractor shall indemnify, defend and hold harmless District, its officers, agents, employees, and representatives, from and against any and all claims, losses, liabilities, or damages, demands and action including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder.

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

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

**Contractor not an agent:** Except as 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 this agreement to bind District to any obligation whatsoever.

**Compliance with all laws:** Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed with the state of California and construed with and governed by the laws of the state of California.

**Clarification, Exception or Deviation:** Each Respondent may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your Proposal response. If there are no clarifications, exceptions or deviations indicated, it will be considered that none exist.

**In writing:** Oral communications with District employees about this Request for Proposal shall not be binding on the District, and shall not excuse the Contractor from any obligation set forth herein. No modification or amendment to this Request for Proposal shall be valid unless it is set forth in writing in a signed addendum or amendment from the District Issuing Officer.

**Integration:** This RFP constitutes the entire contract between the District and the Contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between the District and the 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.

**Fixed Price Deliverables:** This contract consists of the delivery of specific results (a "Deliverable") by the Contractor. Each Deliverable must be separately priced in the proposal. Invoices for partial completion of a Deliverable will not be paid. Invoices for a completed Deliverable may be submitted only after the Contractor has received written acceptance from SacSewer.

**FORCE MAJEURE:** Neither CONTRACTOR nor SACSEWER shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

#### **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 5<sup>th</sup> and July 5<sup>th</sup> 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](mailto:SDASCERSReporting@sacsewer.com).
- D. CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

**Independent contractor:**

- 1. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of District. District is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists due to this agreement.
- 2. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of District as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- 3. If, in the performance of this agreement, Contractor employs any third persons, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.
- 4. It is further understood and agreed that as an independent contractor and not an employee of District, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, nor to bind District to any obligation whatsoever.
- 5. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

**Responsibility of independent contractor:**

- 1. Contractor as an independent contractor, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for

Social Security or Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons, and shall be responsible for the collection and remittance of any taxes so levied, upon Contractor, on account of the persons employed by Contractor.

### **SAFETY**

The District shall make every possible effort to accommodate the needs of the Contractor, consistent with safety and operational requirements, and in the interest of prompt completion of the work. Contractor shall comply with the requirements of the current District safety Manual, CAL OSHA, and Title 8 and 19 of the California Code of Regulations. In certain areas, the District safety requirements exceed California OSHA safety requirements and those safety requirements will be provided prior to the start of the work.

The Contractor shall submit their Workers Compensation Experience Modification Factor (EMF), and the previous year's Cal/OSHA Form 300A-Summary of Work Related Injuries and Illnesses.

### **Invoicing:**

1. Invoices should be submitted electronically to:

[SDAFiscal@SacSewer.com](mailto:SDAFiscal@SacSewer.com)

2. Invoices shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; purchase order number; quantities; item descriptions, unit prices and extensions; sales/use tax; and an invoice total.
  3. Invoices shall be Net 30 Payment Terms upon receipt of services.
  4. Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
  5. 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.
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**APPENDIX A**  
**REGARDING INSURANCE COVERAGE**

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PROPOSER HEREBY CERTIFIES that proposer has reviewed and understands the insurance coverage requirements specified in RFP#8497. Should proposer be awarded a purchase order, proposer further certifies that proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Sacramento Area Sewer District and the County of Sacramento as Additional Insured for the work 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

## APPENDIX B

### CONTRACTOR QUESTIONNAIRE

In submitting a Proposal, each Contractor shall also provide the following information: (Use additional sheets, if necessary.) Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying Proposal must address all items. Incomplete Proposals will be rejected.

**Brief Business Description:** What are your primary products/services? What is your main market/customer base?

**Web Site:** What is the URL of your company's web page?

**Company Size:** How many full-time employees do you have?

**Locations:** What are your company's physical addresses in California? If none, list your company's place of business closest to Sacramento, California.

**Affiliations and accreditations:** What are your firm's certifications, affiliations, and accreditations?

**Business License:** Include with your submittal a copy of your firm's current business license. (Be sure to include a copy of same for any subcontractor)

**Organization:** Describe your firm's qualifications to provide the hardware, software, and services specified in this RFP. Be sure to include: brief history of firm including founding date (month and year); facility/office location, current number of customers, firm's vision and mission statements, and key services offered.

**Contact Person:** Name, telephone, and email of the person responsible for answering this RFP

**Emergency information:** List name and telephone number of person(s) that the District may need to contact in case of an emergency after hours, on weekends or holidays.

**Clarification, Exception or Deviation:** Each Contractor may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your Proposal response. If there are no clarifications, exceptions or deviations indicated, it will be considered that none exist.

## **APPENDIX C**

### **ADDITIONAL INFORMATION**

Provide any additional information about your company or its services that are relevant to this RFP. This appendix must be less than two pages in length.

## APPENDIX D

### SECURITY STATEMENT

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Sacramento Area Sewer District  
10060 Goethe Road  
Sacramento, CA 95827

Subject: Use of Confidential SacSewer Information

The Contractor will respect and maintain strict confidentiality in the use of all data that your contract employees may gain access to for the purpose of preparing a response to RFP#8497 and for the performance of any subsequent contract. Information obtained from the District will be used only by authorized contract employees and for only those purposes for which the SacSewer provides the information. Those contract employees who handle this information will be notified of its strictly confidential nature. As a contractor, you will also take responsibility for returning to the District promptly after use, all documents supplied along with all records of information derived herein.

Sincerely,

\_\_\_\_\_  
*Signature Block for Company Representative*

\_\_\_\_\_  
*Date*

**APPENDIX E**  
**CUSTOMER REFERENCES (Excluding SacSewer)**

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Customer References for current customers where systems that are similar to the proposed system are installed.

R-1

Account Name	
Address	
Contact Person/Title	
Phone Number	
Services Provided / Months	

R-2

Account Name	
Address	
Contact Person/Title	
Phone Number	
Services Provided / Months	

R-3

Account Name	
Address	
Contact Person/Title	
Phone Number	
Services Provided / Months	

R-4

Account Name	
Address	
Contact Person/Title	
Phone Number	
Services Provided / Months	

**APPENDIX F**

**CONTRACTOR PRICE SHEET**

(Required of all Respondents)

**TO THE DISTRICT FOR Server solution to support SacSewer's SCADA System**

List the cost of all deliverables that make up your proposed solution. Please be sure to note any exception to proposal and reasons for the exception.

Qty	Manufacturer Part Number	Description	Taxable? (Y or N)	Unit Price	Extended Price
3		Dell PowerEdge R760 Server with Windows Server 2022 Installed			
1		Dell PowerEdge R760 Server with Windows Server 2022			
2		Dell PowerEdge R360 Server with Windows Server 2022 installed			

Subtotal	
Taxes (7.75%)	
Subtotal	
Freight Charges	
Grand Total	

Additional Items SacSewer may need

Qty	Manufacturer Part Number	Description	Taxable? (Y or N)	Unit Price	Extended Price

Complete a milestone project schedule outline showing planned completion dates for all of the major activities listed. These dates should be based on the award date specified elsewhere in this document. Proposer may add additional activities but may not remove any of the activities listed below.

Milestone	Completion Date
All hardware, software and licenses deliver by:	



## Appendix H

### NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signature \_\_\_\_\_