

REQUEST FOR PROPOSAL

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

**SACRAMENTO AREA SEWER
DISTRICT**
8521 Laguna Station Road
Elk Grove, CA 95758

Issue Date

June 17, 2025

Proposal Number

RFP#8509

(Please complete this section).

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

Sacramento Area Sewer District
8521 Laguna Station Road
Elk Grove, CA 95758
Attn: RFP#8509

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:

July 22, 2025

For Additional Information Contact

Issuing Officer

Tyler Carlson

Phone

(916) 875-1012

Delivery Requirement:

As Required

Merchandise or Service for Delivery To:

Sacramento Area Sewer District
8521 Laguna Station Rd
Elk Grove, CA 95758

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:

Autoclave

This Request for Proposal (RFP) is for the purchase and installation of one autoclave in accordance with the instructions, specifications and terms and conditions attached hereto. By submitting a signed proposal, the proposer certifies that the entire Request for Proposal package has been received, reviewed, and is included with the proposer's response. **A mandatory site visit will be required by all potential vendors.**

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN THAT SacSewer invites sealed Proposals in response to Request for Proposal No. 8509 for the purchase of an autoclave in accordance with the instructions, specifications and terms and conditions attached hereto.

Sealed Proposals for Request for Proposal No. 8509 to purchase an autoclave will be received at:

Sacramento Area Sewer District
8521 Laguna Station Road,
Elk Grove, CA 95758
Until July 22, 2025 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 SacSewer representatives.

Proposals shall be addressed to:

Sacramento Area Sewer District
8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: RFP#8509

Detailed proposal request document **RFP#8509** can be obtained by contacting SacSewer
<https://www.SacSewer.com/business-opportunities/>

Department of Industrial Relations (DIR) Compliance

- A. No Contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- B. No Contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractors are hereby notified that pursuant to Part 7, Chapter 1, Article 2, Section 1770, et seq., of the Labor Code of the State of California, the successful Contractor and its subcontractors shall pay their labor forces not less than the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations, and travel and subsistence pay as such are defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of said Labor Code, for work needed and performed on this project. It shall, pursuant to the provisions of Section 1773.2 of said Labor Code, be a requirement of the work for the successful bidding Contractor to post and maintain a copy of said wages' determinations at the project site throughout the duration of the work.

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.

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

KEY ACTION DATES

RFP Issued:	June 17, 2025
Mandatory Pre-proposal Meeting	July 1, 2025
Question Deadline:	July 8, 2025
Proposal Due Date:	July 22, 2025 by 3 P.M.
Intent to Award:	July 31, 2025
Submit Insurance and Bonds:	August 6, 2025
Contract Order Award:	August 13, 2025

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• General Terms and Conditions• Standard Terms and Conditions• Instrument Specifications• Evaluation Criteria• Cost Response Forms• Training Form• Specification Response• Additional Requirements Response• Instruction for Performance Bond• Performance Bond• Instruction for Payment Bond• Payment Bond• District Insurance Requirements• Contractor’s Statement Regarding Insurance Coverage• Exception Response Page• Non-collusion Declaration	<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• Performance Bond• Instruction for Performance Bond• Performance Bond• Instruction for Payment Bond• Payment Bond• Training Form• Specifications Response• Additional Requirements Response• Contractor’s Statement Regarding Insurance Coverage• Exception Response Page• Non-collusion Declaration• Three (3) copies of proposal and mark the original as the “Original” or “Master Copy”
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INTRODUCTION

PURPOSE: SacSewer owns and operates two autoclaves. This Request for Proposal (RFP) is for the purchase, deinstallation of an existing autoclave and installation of one new autoclave in its location in accordance with the instructions, specifications and terms and conditions attached hereto. **All potential vendors intending to submit a proposal for this RFP must attend a mandatory site visit to gain a clear understanding of its requirements.**

INVITATION: Sacramento Area Sewer District (SacSewer) 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 SacSewer's favor.

WE/US/OUR: Terms which refer to 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

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:

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 SacSewer. 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 SacSewer or Contractor with respect to requirements stated within this RFP or resulting contractual obligations. 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.

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 SacSewer, or its agents shall not be binding.

DEADLINE FOR PROPOSAL SUBMITTAL – July 22, 2025 until 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, by Section number, 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 – 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.

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 SacSewer, such information was intended to mislead SacSewer 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 SacSewer. An unsigned proposal shall be rejected.

AWARD - SacSewer will award to the contactor(s) who presents 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 SacSewer to be in the best interest of SacSewer. Thus, the result will not be determined by price alone.

MANDATORY PRE-PROPOSAL MEETING – All prospective Vendors are required to attend the entire Mandatory Pre Proposal Meeting. Proposals from any Vendor unable to attend any part of the Meeting will be rejected. The Meeting will begin at 9:00 am on July 1, 2025, at SacSewer’s Echowater Resource Recovery Facility- Laboratory, located at 8521 Laguna Station Road Elk Grove, CA 95758-9550. The site visit will include an opportunity for Vendors to conduct detailed measurements and assess spatial constraints relevant to equipment installation. A representative of the Contractor must be present and sign the attendance log.

Pre-Proposal Meeting attendees must e-mail Tuan Pham at phamt@sacsewer.com with the names of all attendees and their respective company no later than 24 hours prior to the meeting. This information is required to coordinate access to the mandatory pre-proposal site visit.

CONTRACT 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.

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).

BONDING REQUIREMENTS

If awarded an Agreement with SacSewer, the Contractor must be able to secure and maintain a Performance Bond with the amount of the bond based on the Vendor's estimated annual operating costs in the performance of the Agreement. Vendor is required to state the amount of the Performance Bond to be maintained as part of its RFP response. The entire cost of the bond shall be borne by the successful Contractor.

Operations Performance Bond (Annually Renewable)

In a sum, not less than one hundred percent (100%) of the estimated annual operating costs to guarantee the faithful performance of all covenants and stipulations during the term of the Agreement. The bond shall contain a provision that the surety thereon expressly waives the provisions of California Civil Code Sections 2819 and 2845.

Notification of Surety Companies

The Surety Company shall be familiar with all the provisions and conditions of the Agreement. It is understood and agreed that the Surety waives notice of change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by SacSewer or SacSewer's authorized agents under the terms of the Agreement; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Agreement.

Bond is Annually Renewable

The required Performance Bond shall be annually renewable but shall allow for the Surety's non-renewal without penalty at the Surety's option.

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

Issuing Officer:

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

NOTE: All proposers are directed to return three (3) copies of proposal and mark the original as the "Original" or "Master Copy". Electronic submissions will not be accepted.

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 Biology personnel in the SacSewer 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. Please send your invoices/payment inquiries using **one** of the following:

E-mail: Echowaterap@sacsewer.com

U.S. Mail: Attention: Accounts Payable
Sacramento Area Sewer District
EchoWater Resource Recovery Facility
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.
5. Invoices will not be paid until 30 days after installation and training are complete.

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.

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: 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).

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-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.

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.

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 SacSewer, 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 SacSewer 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, SacSewer 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 SacSewer. 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. SacSewer 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. SacSewer 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 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 SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the 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 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.

1. Instrument Specifications

Required

Electrical

- 120 Volt, 50/60 Hz (Controls)
- 480 Volt, 50/60 Hz, 3-Ph (Steam Generator/Vacuum Pump)

Autoclave/Steam Sterilizer

- Recessed, to fit 28 ¼" (W) x 74 ¼" (H) x 45 ½" (L), vendor to measure/verify during site visit
 - Seismic tie-down
 - Prevacuum model
 - Gauges, visible, for jacket and chamber pressure
 - Capable of measuring/monitoring temperature in the sterilizing chamber
 - Safety features
 - Control lockout
 - Chamber float switch/alarm
 - Pressure relief valve
 - Emergency stop
 - Chamber
 - Volume/capacity 250L or similar
 - Stainless steel "316L"
 - Meets ASME section VIII standard
 - Insulated, water- and oil-resistant
 - Steam generator
 - Integral, electric, carbon steel
 - Auto flush
 - Door, vertical sliding, power door
 - Loading cart with transfer carriage and chamber, track assembly
 - Control system
 - Touch screen
 - Cycle values and operating features adjustable and programmable (including sterilization temperature and time)
 - Cycle values verifiable prior to cycle operation
 - Automatic/programmable startup/shutdown of autoclave at beginning/end of day
 - Cycle data saved internally, can be retrieved/viewed/exported
 - Mobile/PC alerts
 - Gravity cycle
 - Liquid cycle
 - Solution cooling feature(s) for liquid cycles to reduce exhaust time for liquid loads and reduce boil over
 - Sterilization temperature of 121°C must be reached within or less than 15 minutes
 - **Total cycle time must be less than 45 minutes for 15 min sterilization at 121°C** (from the time liquids are placed into the sterilizer to the time they are removed from it).
-

- Need to be able to tell from screen the beginning and end of cycle phases (to comply with lab timing verification requirements)
- Waste bag cycle (sterilizing microbiological testing waste)
- Thermal printer
 - High resolution
 - Record data automatically, to include at minimum:
 - Cycle name, date, start time, end time, total time
 - At transition points during the cycle, and during the sterilization phase: time, chamber pressure and temperature

A. Preferred/Optional

- For liquid cycle: Total cycle time of less than 30 minutes for 10 min sterilization at 121°C (from the time liquids are placed into the sterilizer to the time they are removed from it)
- Water saving features
- Reference recorder (record drain line temperature and chamber pressure)
- RTD load probe
- Additional capped chamber penetration for various probes
- Air compressor as backup pressure source
- Dry contact for equipment status monitoring

2. Customer Support

Required

- Deinstallation of old sterilizer (Some parts to be retained for use with second laboratory sterilizer)
- Initial installation (including piping) and setup of new sterilizer
- Technical hotline (Available during Pacific Standard Time work hours; 7am to 4pm for the life of the instrument)
- Service personnel must be readily available, with the vendor responding to service requests via phone or email within one business day
- Availability of a service and maintenance contract
- Full instrument support including parts for 10 years
- Instrument manual- physical/digital
- Provide user maintenance procedures

Preferred

- a. Full instrument support including parts for at least 15 years

2. Warranty

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

3. Training

Required

- a. General training on equipment usage and maintenance

Preferred

- b. Permission for SacSewer to record training

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

Evaluation and Award Matrix

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. SacSewer 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

<u>Cost</u>	Maximum Points	Score
Lifecycle Cost	15	
Initial Cost: Instrument hardware and installation	15	
Maintenance and Service Contract	10	
Warranty	10	
Delivery timeframe	5	
Total	55	
<u>Specifications and Performance</u>	Maximum Points	Score
Performance Evaluation -quality and reliability	10	
Features and Specifications	10	
Compliance with standards	10	
Customer support	5	
Ease of use	5	
Maintenance needs	5	
Training	5	
User References	5	
Total	55	
Combined Total	110	

Cost Response Forms*

Autoclave Analysis Cost Response			
Quantity	UM		Extended Price
1	EA	Purchase Cost	\$
1	EA	Freight Charges	\$
1	EA	Installation	\$
1	EA	Initial training cost	\$
	YR	Warranty (please provide warranty length)	\$
Total Proposal Amount: (Sum of all Proposal list items above)			\$
Instrument lead time from date of order			

*Quotes for multiple instrument configurations are encouraged.

Autoclave Cost Response-Service Contracts						
Included with Service Contract?	Level I (Color* _____)		Level II (Color* _____)		Level III (Color* _____)	
	Yes	No	Yes	No	Yes	No
Labor						
Parts						
Travel						
Preventative Maintenance (PM)						
Consumables for PM						
Unlimited Site Visits						
Unlimited Phone/Email support						
Software Updates						
Software Revisions						
Software Installation						
List Additional Contract Features						
Cost for an annual contract	\$		\$		\$	
Cost for a 2 year contract	\$		\$		\$	
Cost for a 5 year contract	\$		\$		\$	
*If applicable, or other designation.						

Cost Response (Continued)

Autoclave Cost Response- Preventative Maintenance				
Provide the checklist used by service technician during preventative maintenance service list items below				

Autoclave Cost Response- Cost of Replacement Parts not Cover under Service Contract (please list)				
Quantity	UM	Part	Cost	Replacement Interval (i.e. annual, every 5 years, every 1000 cycles, etc.)

Specification Response

Design and Electrical		
Specification Requirements	Yes/ No	Include specification details as necessary
120 Volt, 50/60 Hz (Controls)		
480 Volt, 50/60 Hz, 3-Ph (Steam Generator/Vacuum Pump)		
Autoclave/Steam Sterilizer		
Specification Requirements	Yes/ No	Include specification details as necessary
Recessed, to fit 28 ¼" (W) x 74 ¼" (H) x 45 ½" (L), vendor to measure/verify during site visit		
Seismic tie-down		
Prevacuum model		
Gauges, visible, for jacket and chamber pressure		
Safety features		
<ul style="list-style-type: none"> • Control Lockout 		
<ul style="list-style-type: none"> • Chamber float switch/alarm 		
<ul style="list-style-type: none"> • Pressure relief valve 		
<ul style="list-style-type: none"> • Emergency stop 		
Chamber		
<ul style="list-style-type: none"> • Volume/capacity 250L or similar 		
<ul style="list-style-type: none"> • Stainless steel "316L" 		
<ul style="list-style-type: none"> • Meets ASME section VIII standard 		
<ul style="list-style-type: none"> • Insulated, water- and oil-resistant 		
Steam generator		
<ul style="list-style-type: none"> • Integral, electric, carbon steel 		
<ul style="list-style-type: none"> • Auto flush 		
Door, vertical sliding, power door		
Loading cart with transfer carriage and chamber, track assembly		
Control system		
<ul style="list-style-type: none"> • Touch screen 		

Sacramento Area Sewer District
RFP#8509 Autoclave

<ul style="list-style-type: none"> • Cycle values and operating features adjustable and programmable (including sterilization temperature and time) 		
<ul style="list-style-type: none"> • Cycle values verifiable prior to cycle operation 		
<ul style="list-style-type: none"> • Automatic/programmable startup/shutdown of autoclave at beginning/end of day 		
<ul style="list-style-type: none"> • Cycle data saved internally, can be retrieved/viewed/exported 		
<ul style="list-style-type: none"> • Mobile/PC alerts 		
Gravity cycle		
Liquid cycle		
<ul style="list-style-type: none"> • Solution cooling feature(s) for liquid cycles to reduce exhaust time for liquid loads and reduce boil over 		
<ul style="list-style-type: none"> • Sterilization temperature of 121°C must be reached within or less than 15 minutes 		
<ul style="list-style-type: none"> • Total cycle time must be less than 45 minutes for 15 min sterilization at 121°C (from the time liquids are placed into the sterilizer to the time they are removed from it). 		
<ul style="list-style-type: none"> • Need to be able to tell from screen the beginning and end of cycle phases (to comply with lab timing verification requirements) 		
Waste bag cycle (sterilizing microbiological testing waste)		
Thermal printer		
<ul style="list-style-type: none"> • High resolution 		
<ul style="list-style-type: none"> • Record data automatically, to include at minimum: <ul style="list-style-type: none"> ○ Cycle name, date, start time, end time, total time ○ At transition points during the cycle, <u>and during</u> the sterilization phase: time, chamber pressure and temperature 		
Specification Preferred/Optional	Yes/ No	Include specification details as necessary
For liquid cycle: Total cycle time of less than 30 minutes for 10 min sterilization at 121°C (from the time liquids are placed into the sterilizer to the time they are removed from it)		
Water saving features		

Reference recorder (record drain line temperature and chamber pressure)		
RTD load probe		
Additional capped chamber penetration for various probes		
Air compressor as backup pressure source		
Dry contact for equipment status monitoring		
Customer Support		
Specification Requirements	Yes/ No	Include specification details as necessary
Deinstallation of old sterilizer (Some parts to be retained for use with second laboratory sterilizer)		
Initial installation (including piping) and setup of new sterilizer		
Technical hotline (Available during Pacific Standard Time work hours; 7am to 4pm for the life of the instrument)		
Service personnel must be readily available, with the vendor responding to service requests via phone or email within one business day		
Availability of a service and maintenance contract		
Full instrument support including parts for 10 years		
Instrument manual- physical/digital		
Provide user maintenance procedures		
Specification Preferred	Yes/ No	Include specification details as necessary
Full instrument support for at least 15 years		
Warranty		
Specification Requirements	Yes/ No	Include specification details as necessary
Minimum 1 year warranty (includes parts, labor, travel cost)		
Training		
Specification Requirements	Yes/ No	Include specification details as necessary
General training on equipment usage and maintenance		
Specification Preferred	Yes/ No	Include specification details as necessary
Permission for SacSewer to record training		

ADDITIONAL REQUIREMENTS RESPONSE PAGE

User Reference List

Provide contact information for at least 3 laboratory customers located in Sacramento California.

Company Name	
Address	
Contact Person	
Phone Number	
Email Address	
Company Name	
Address	
Contact Person	
Phone Number	
Email Address	
Company Name	
Address	
Contact Person	
Phone Number	
Email Address	
Company Name	
Address	
Contact Person	
Phone Number	
Email Address	

ADDITIONAL REQUIREMENTS RESPONSE PAGE (continued)

WARRANTY / PRODUCT SUPPORT

Provide a list of warranty and service agencies in the Sacramento area.

PROPOSED DELIVERY AND INSTALLATION DATES:

INSTRUCTION FOR PERFORMANCE BOND

The successful Proposer shall be required to execute through a corporate surety the Performance Bond included herein. The successful Proposer and surety shall be held and firmly bound unto SacSewer in the penal sum equal to 100% of the total Contract amount. The entire cost of the bond shall be borne by the successful Contractor.

The successful Proposer agrees to execute and have notarized the Labor and Material Bond and deliver to SacSewer within ten (10) working days after notice of intent to award the contract. These bonds will be provided to SacSewer at the pre-construction meeting.

Firm Name

Signature

Printed Name

PERFORMANCE BOND
ANNUALLY RENEWABLE

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the Sacramento Area Sewer District, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter designated as the "Obligee," has, on _____ awarded to _____, hereinafter designated as the "Principal," a contract for RFP#8509 AUTOCLAVE and;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE, the Principal, and _____

as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its offices and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

PROVIDED, HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____

Sacramento Area Sewer District
RFP#8509 Autoclave

_____ day of _____, 2025, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature for Surety

Title of Signatory

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

INSTRUCTIONS FOR PAYMENT BOND

The successful Proposer shall be required to execute through a corporate surety the Payment Bond included herein. The successful Proposer and surety shall be held and firmly bound unto SacSewer in the penal sum equal to 100% of the total Contract amount. The entire cost of the bond shall be borne by the successful Contractor. The Payment Bond is only required if the Contractor is planning to use a subcontractor at any point during the contract.

The successful Proposer agrees to execute and have notarized the Labor and Material Bond and deliver to SacSewer within ten (10) working days after notice of intent to award the contract. These bonds will be provided to SacSewer at the pre-construction meeting.

Firm Name

Signature

Printed Name

PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the Sacramento Area Sewer District, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter designated as the "Obligee," has, on _____ awarded to _____, hereinafter designated as the "Principal," a contract for RFP#8509 AUTOCLAVE and;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE, the Principal, and _____

as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its offices and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2025, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____
Signature of Principal

Title of Signatory

Surety

By _____
Signature for Surety

(SEAL) _____
Title of Signatory

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

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. SACSEWER shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of SACSEWER Risk Manager, insurance provisions in these requirements do not provide adequate protection for SACSEWER and for members of the public, SACSEWER may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. SACSEWER'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 SACSEWER with certificates evidencing coverage required below. Copies of required endorsements must be attached to certificates provided. SACSEWER 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 SACSEWER and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by SACSEWER before performance commences. SACSEWER 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 SACSEWER 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 SACSEWER.

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 AREA SEWER 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 “Additional 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, CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento, their respective governing boards, officers, officials, employees and authorized agents and volunteers. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. **SEVERABILITY OF INTEREST:** CONSULTANT'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:** CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT’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 SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents 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 SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents .

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 AREA SEWER DISTRICT or any Additionally Insured Party, CONTRACTOR shall give prompt and timely notice thereof to SACRAMENTO AREA SEWER 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. 8509 autoclave 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 SacSewer 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

EXCEPTION RESPONSE PAGE

PROPOSAL ITEM	REQUIREMENT DESCRIPTION	EXCEPTION or DEVIATION

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 _____