

**REQUEST FOR PROPOSAL**

<b>SACRAMENTO AREA SEWER DISTRICT  ECHO WATER FACILITY  8521 Laguna Station Road  Elk Grove, CA 95758</b>		Issue Date	April 3, 2025	
		Proposal Number	<b>RFP# 8501</b>	
<b>C O N T R A C T O R</b>			Return your proposal in an envelope, sealed and clearly marked on outside with bid number and date shown below to:  <b>Sacramento Area Sewer District  Echo Water Facility  8521 Laguna Station Road  Elk Grove, CA 95758</b>  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:  <p style="text-align: center;"><b>May 13, 2025</b></p> For Additional Information Contact	
			<b>ISSUING OFFICER:</b>	Tamblynn Stewart
			Phone	(916) 875-9014
			Delivery Requirement:	<b>Merchandise or Service for Delivery To:  Sacramento Area Sewer District - Echo Water Facility  8521 Laguna Station Rd.  Elk Grove, CA 95758</b>

**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 <b>NET 30</b>
Signature	F.O.B. Point: Destination
Printed Name	Shipping Date _____ / ARO
Federal Tax Identification Number:	Estimated Day of Arrival at Destination _____ /After Shipment
Date:	Telephone:
E-Mail:	Fax:

**Power Inn Pump Station (N52) Programmable Logic Controllers Upgrade**

This Request for Proposal (RFP) is requesting professional services from qualified System Integrators (Vendor) to upgrade the existing programmable logic controllers (PLC) at the Power Inn Pump Station (N52), located at 8150 Fruitridge Road, Sacramento, CA 95826. The selected Vendor shall provide hardware/software and related accessories needed for the upgrades and implement a smooth transition of the new PLC system through the Sacramento Area Sewer District (SacSewer) central Geo-SCADA monitoring system. The vendor shall also provide training and documentation for SacSewer’s operation of the upgraded PLC systems.

## NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN THAT SacSewer invites sealed proposals for the purchase, installation, and integration of PLCs associated with the Power Inn Pump Station (N52). Sealed proposals for the Power Inn Pump Station (N52) Programmable Logic Controller Upgrade RFP# 8501 to be received at the: Sacramento Area Sewer District, Echo Water Facility, 8521 Laguna Station Road, Elk Grove, CA 95758 April 8, 2025 until 3:00 pm.

Any respondent who wishes its proposal to be considered is responsible for making certain that its proposal is actually delivered to said Purchasing Office.

### **Proposals shall be addressed to:**

Sacramento Area Sewer District, Echo Water Facility, Purchasing Services,  
8521 Laguna Station Rd, Elk Grove, CA 95758  
ATTN: RFP# 8501

A mandatory site visit of N52 at 8150 Fruitridge Road, Sacramento, CA 95826 will be required by all potential vendors to ask any questions regarding the RFP# 8501

Vendors are required to conduct a pre-proposal presentation at the SacSewer Office at 10060 Goethe Road, Sacramento, CA 95827, before submission of the RFP# 8501

The purpose of the pre-proposal presentation is to ensure the System Integrator's understanding of the PLC Upgrades and discuss any last-minute questions related to the RFP. Contact Tambylynn Stewart (916) 875-9014 or [stewartt@sacsewer.com](mailto:stewartt@sacsewer.com) before attending the site visit or pre-proposal presentation.

Sealed proposals must have the name of contractor, address of contractor, and RFP number on the envelope.

Detailed proposal request document RFP# 8501 can be obtained by visiting SacSewer's Bidline at [Business Opportunities - Sacramento Area Sewer District](#)

### **Department of Industrial Relations (DIR) Compliance**

- A. No contractor or subcontractor may be listed on a bid 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.

Respondents 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

Sacramento Area Sewer District (SacSewer)  
RFP# 8501 Power Inn Pump Station N52- Programmable Logic Controller Upgrades

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 contractor to post and maintain a copy of said wages' determinations at the project site throughout the duration of the work.

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

## KEY ACTION DATES

RFP Issued:	April 3, 2025
Mandatory Site Visit:	April 22, 2025 at 9:00 a.m. N52- Power Inn Interceptor PS 8150 Fruitridge Road, Sacramento, CA 95826
Vendor Pre-Proposal Presentation and Question Deadline:	May 1, 2025 SacSewer Main Office 10060 Goethe Road, Sacramento, CA 95827
Proposal Due Date:	May 13, 2025 by 3:00 PM
Notice to Award:	May 20, 2025
Contract Award:	May 27, 2025
Start of Work:	June 9, 2025

## 1. INTRODUCTION

---

- 1.1 INVITATION** - Sacramento Area Sewer District (SacSewer) invites Responses which offer to provide the services identified on the Cover Sheet.
- 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 Sacramento Area Sewer District (SacSewer), 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:

*SacSewer* – Sacramento Area Sewer District  
*SRWTP* – Sacramento Regional Wastewater Treatment Plant  
*Interceptor* – Sites owned and operated by SacSewer

- 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. For instance, “you” as a Contractor will have different obligations than “you” as a Respondent or Supplier will have:

*Supplier* - A business entity engaged in the business of providing contract temporary personnel services.

*Respondent* - 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 proposal requirements.

*Contractor* - The Respondent(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 services 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.).

- 1.2.3 Request For Proposal (RFP)** - This entire document, including attachments.
- 1.2.4 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.
- 1.3.1 Deadline for Proposal Submittal**      **by 3:00pm – May 13, 2025**

Sacramento Area Sewer District (SacSewer)  
RFP# 8501 Power Inn Pump Station N52- Programmable Logic Controller Upgrades

**1.3.2 Respondent 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.

**1.3.2.1 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. One master Proposal and three copies shall be submitted to the issuing officer.

**1.3.2.2 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.

**1.3.2.3 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 SacSewer, such information was intended to mislead the SacSewer in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.

**1.3.2.4 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 SacSewer. An unsigned Proposal shall be rejected.

**1.4 AWARD** – SacSewer will award to the contractor 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 the SacSewer to be in the best interest of SacSewer. Thus, the result will not be determined by price alone.

**1.5 CONTRACT EXECUTION** - This RFP and the Contractor’s Response will be made part of any Contract and will be incorporated in the Contract as set forth.

**1.5.1 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).

**1.6 CONTRACT PERIOD** - Any contract resulting from this RFP shall be for one (1) year commencing with contract award. SacSewer reserves the right to extend any resulting contract(s) for two (2) additional one-year terms.

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

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

**1.8 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 SacSewer and a 960-hour per calendar year cap when working for the County or SacSewer.
- B. Upon execution of this Agreement, Contractor shall report to SacSewer 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 SacSewer 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](mailto:SDASCERSReporting@SacSewer.com).
- D. Contractor shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

### **SPECIAL PROVISIONS**

1. **Proposal response:** In order to be considered, interested Respondents must complete and return the following pages by the closing date and time shown on the cover page (page 1).

- Cover page (page 1) with authorized signature
- Exhibit A – Instructions for Payment Bond
- Exhibit B - Vendor Questionnaire
- Exhibit C - Cost Proposal for the PLC Upgrades
- Exhibit D - Security Statement
- Exhibit E - Customer References
- Exhibit F - List of Designated Subcontractors
- Exhibit G - Regarding Insurance Coverage
- Exhibit H - Contractor License Certification

2. **Mandatory Site Visit and Pre-Proposal Presentation:**

All prospective Respondents will be required to attend a **mandatory** site visit on the scheduled date and time to familiarize themselves with the site and scope of work.

Vendors will be required to conduct **mandatory** a pre-proposal presentation at 10060 Goethe Road. Vendors will request a 1-hour time slot to present and answer questions. The presentation should demonstrate the vendor proficiency and knowledge in PLC replacement and integration with SacSewer's SCADA system. The presentation will be conducted in person before a panel of SacSewer employees.

Contact Tamblynn Stewart at (916) 875-9014 or [stewartt@sacsewer.com](mailto:stewartt@sacsewer.com) to schedule the presentation within the scheduled timeframe. Proposals received from vendors who did not attend the mandatory site visit or conduct a pre-proposal presentation will not be considered.

3. **Contract period:** SacSewer intends to award a contract for one (1) year. In order to promote efficiency and economy, SacSewer reserves the right to extend the contract awarded for two (2) additional one-year periods for additional support. Such extension(s) will be at the option of SacSewer, subject to the same terms, conditions, favorable prices, and agreement between the Contractor and SacSewer.

4. **Experience:** The Contractor shall have at least five (5) years of business experience in PLC upgrade/replacement projects for municipalities or commercial establishments.

5. **Description of Work:**

Current PLC System at SacSewer's N52 PS is operated by an older model Modicon programmable logic controller (PLC) and panel mounted operator interface panel (OIP), originally installed in 2005. The PLC currently operates the pumping, control and monitoring equipment at N52. Schneider Electric no longer manufactures and supports the existing PLC. This PLC and all associated electrical and control equipment needs to be modernized to prevent future failures and must be integrated into the SacSewer's current Geo SCADA monitoring system.

Existing Modicon PLC system will be replaced in stages with a new M580 PLC and new X80 I/O system. The new M580 PLC and I/O Modules will use the existing backplanes and field wire connections currently located inside a building at N52. The existing PLC cabinets will be retrofitted with new hardware.

**6. Detailed Scope of Work**

- Provide hardware needed for upgrade of existing Modicon Quantum PLC with two new M580 PLC system including H0T Standby, manufactured by Schneider Electric
- Furnish all necessary X80 I/O cards to reconnect to existing points, plus 20% spare capacity
- Provide EcoStruxure Control Expert (formerly known as Unity Pro) software required to upgrade from Quantum Modicon PLC to M580 PLC
- Import existing legacy PLC program into the new EcoStruxure Control Expert software platform, convert the program, manually correct elements which do not automatically convert, and ensure the program has equivalent functionality to the original program
- Ensure that the upgraded PLC system tie into existing Geo SCADA system currently in use
- Deliver the new program file in electronic format in the most recent released version of the software
- Furnish five (5) e-Licenses for the EcoStruxure Control Expert software
- Provide Ethernet Modbus TCP/IP for control network
- Replace existing PanelMate 5000 OIP with new HMI unit
- Provide software required for the new HMI Unit
- Furnish five (5) licenses for the software needed to run the new HMI Unit
- Implement the PLC upgrade in phases to ensure daily normal operation of N52. Shutdown of the pump station is possible for a day or two, if needed during the integration process
- Provide onsite/offsite training to SacSewer Control Technicians of operating the upgraded PLC system
- Provide Operations & Maintenance manuals for all equipment in an indexed project binder along with a CD of electronic versions of the O&Ms.
- Provide updated project drawings in electronic and three sets of hardcopy forms.

**7. Materials and supplies:**

SacSewer-approved materials and supplies will be acceptable in the performance of this work. SacSewer reserves the right to specify the type and quality of all materials and supplies to be used in the work.

**8. Proposed Pricing:**

Proposed pricing shall include Material and Labor, including hardwire and software cost (Exhibit B)

Costs shall include all necessary labor, supervision, travel, equipment, materials, supplies, employer payments, overhead and profit, and applicable taxes. Enter your proposed pricing in Exhibit B.

**9. Field Inspection:**

- a. The work shall be under the direction, supervision, and inspection of the SacSewer Controls Systems Supervisor, or designated SacSewer representatives in reference to this contract. Written reports on the findings from inspections will be furnished to the Contractor for corrective action.
- b. SacSewer Controls Systems Supervisor, or designated SacSewer representatives will make field inspections. Notices of imperfections of work given to the contractor's representative shall be as if given to the Contractor personally. Such notices need not be written.
- c. Inspection shall not relieve the Contractor of his obligations to inspect and furnish material and workmanship in accordance with the contract. Imperfections of materials or workmanship overlooked by the inspectors shall not be exempted from rejection if they shall later be discovered.

**10. Responsibility of Contractor:**

- a. Contractor shall be responsible for the work and bear all losses resulting to him or her, on account of the amount or character of the work to be done. This shall include any work sub-contracted by the Contractor to another party, under this contract.
- b. Contractor shall neither assign nor subcontract the work without prior approval from SacSewer. It shall be agreed that any subcontracting shall be solely between the Contractor and the subcontractor. Contractor shall remain responsible for the performance of the work, and the party dealing directly with District.

*Interested Respondents shall indicate in Exhibit A (Vendor Questionnaire of the Proposal response) whether any portion of the work will be subcontracted.*

**11. Health and Safety:**

- a. Contractor shall provide injury and illness prevention training to employees; specifically, employees shall be trained in hazardous materials and bio-hazardous materials (clean up and dispose of bodily fluids, human waste, etc.), which includes handling and disposal procedures.
- b. Contractor shall plan and conduct work in a manner that will safeguard all persons from injury and shall take all precautions as required by Cal-OSHA and General Industrial Safety Orders for health and safety.
- c. Before starting any part of the work, contractor's assigned personnel must first attend a safety training session presented by SacSewer staff. When necessary, SacSewer may expect the attendance of the contractor management crew to other safety training sessions at no additional expense to SacSewer. SacSewer may stop any person who has not attended a required safety training session from further performing on the contract. In addition, SacSewer may stop any person who has not adhered to the SacSewer's safety requirements from further performing on the contract.

- d. SacSewer 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 SacSewer safety Manual, CAL Osha, and Title 8 and 19 of the California Code of Regulations. In certain Areas, SacSewer 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), the previous year's Cal/OSHA Form 300A-Summary of Work Related Injuries and Illnesses, and their evidence of an existing injury and illness prevention program.

#### Safety Audits

In accordance with the California Code of Regulations, Title 19, Section 2760.12, SacSewer may obtain and evaluate the Contractor's safety performance and programs when work involves performing maintenance or repair, turnaround, major renovation, or specialty work on or adjacent to a covered process (chlorine, sulfur dioxide, and/or digester gas systems). The Contractor shall submit a copy of their current safety program(s) as it pertains to contract work performed on or adjacent to a covered process. Examples of documents required may include items such as safety manuals, I.I.P.P., training documentation, and certification.

12. **Proposal Evaluation and Award:** The evaluation team will consist of representative(s) from SacSewer. Proposals will be evaluated in three phases, as follows:

**Phase 1:** In phase 1, Proposals will be examined as to whether or not the Respondents understood and responded in accordance with the following requirements:

1. Attendance by the Respondent at a Mandatory site visit and at the Pre-Proposal presentation.
2. Proper completion and submittal of required Proposal documents.
3. Proper completion and show of mandatory pre-proposal presentation.

Respondents who did not respond in accordance with any of the above requirements 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.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Score</b>
<b>Qualification</b> <ul style="list-style-type: none"> <li>· Experience</li> <li>· Employee Training/Certification</li> <li>· References                             <ul style="list-style-type: none"> <li>· Quality of service</li> <li>· Promptness of service</li> <li>· Reliability/dependability</li> </ul> </li> </ul>	10 5 10	_____ _____ _____
<b>Preproposal Presentation</b> <ul style="list-style-type: none"> <li>· Presentation</li> <li>· Knowledge &amp; Proficiency</li> </ul>	20	_____
<b>Responsiveness to RFP</b> <ul style="list-style-type: none"> <li>· Understand the PLC/HMI System</li> <li>· Ability of the proposed system to meet the existing system requirements</li> <li>· Assigned members knowledge of SCADA and PLC control system</li> </ul>	15	_____
<b>Cost</b> <ul style="list-style-type: none"> <li>· Labor and material, including hardware, software and licenses</li> </ul>	40	_____
<b>Total Score</b>	100	_____

**Phase 3:** In phase 3, those Respondents with a score of less than 75 will be disqualified. Total score will determine the successful Respondent from all of those with a score of 75 or greater.

13. **Non-performance:**

- a. Whenever, in the opinion of SacSewer the work is neglected by the Contractor, SacSewer may request to have the Contractor bring additional labor, materials, and supplies into the work. If the Contractor fails to correct the unsatisfactory condition(s) within five (5) working days, the Contractor shall be advised of so in writing. SacSewer shall have no obligation to give the Contractor more than two (2) notices of unsatisfactory performance during the contract period; and, should the Contractor again fail to perform the services pursuant to the contract, SacSewer may declare the contract in default, terminate the contract, and contract with another.
- b. In the event of default by Contractor, SacSewer shall be liable only for payment of those services performed and accepted prior to the date of termination. Additionally, the Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of services.
- c. Upon termination due to unsatisfactory performance, SacSewer shall be under no obligation to buy any equipment, materials, or supplies remaining in the Contractor’s inventory that the Contractor bought in anticipation of this contract.

Sacramento Area Sewer District (SacSewer)  
RFP# 8501 Power Inn Pump Station N52- Programmable Logic Controller Upgrades

14. **Insurance:** Contractor is required to provide insurance coverage of types and amounts as specified under *District Insurance Requirements*.
  
15. **Background Check:**
  - a. SacSewer reserves the right to review the personal background and conduct security clearances on the Contractor's assigned personnel. The Contractor shall certify that all employees assigned to work under the contract have successfully passed a criminal background check, prior to assignment. The Contractor shall cooperate with SacSewer authorities and shall comply with all regulations in effect during the contract period.
  
  - b. Upon the request of SacSewer, the successful Respondent shall provide the names of all persons who may be assigned to do the work on the contract for the purpose of completing a criminal background check. The following information shall be provided with each name to SacSewer: date of birth, Social Security number, California driver's license number, and current address.
  
  - c. Any person or persons not acceptable to SacSewer shall be prohibited from working on the contract. The contract may not be awarded if the Contractor will be unable to perform the work with the number of persons acceptable to SacSewer.

## **GENERAL TERMS AND CONDITIONS**

---

**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:** SacSewer retains the right to negotiate changes in a Proposal by any offer or, 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 SacSewer. 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.

**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.

**Cash Discounts:** Discount terms will be accepted in substitute of Net 30 terms upon receipt of services and invoice however proposal needs to state this exception.

**F.o.b. Point:** The f.o.b. point shall be f.o.b. destination (Sanitation District Agency facilities).

**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, SacSewer 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 SacSewer . While the Contractor’s employees are on SacSewer ‘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 SacSewer 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 SacSewer representative and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of 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).

**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 SacSewer to the condition existing before the damage occurred, and the Contractor and/or the Contractor's surety shall fully reimburse SacSewer 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 SacSewer representative. At the earliest available time following the incident, the Contractor shall prepare and submit a written report to SacSewer 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. Notwithstanding, the Contractor shall remain obligated to perform services pursuant to this agreement and SacSewer shall remain obligated to pay compensation for services performed prior to the effective date of such termination.

The monthly rate shall be prorated for a partial month as follows:

$$(\text{Monthly rate} \div 22 \text{ working days}) \times \text{the number of days worked.}$$

**Changes in Work:** Should SacSewer, 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.

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

**Subcontracting:** The performance of the work may not be subcontracted except upon consent of SacSewer 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. SacSewer 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 SacSewer 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 a SacSewer representative.

**Liability of SacSewer Officials:** Neither SacSewer, 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.

**Toll-free Telephone Number:** In the event the successful Contractor's place of business is located out of the local telephone dialing area of 916, a toll-free telephone number shall be provided or the Contractor shall agree to accept collect calls from SacSewer.

**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 or 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 SacSewer.

**Contractor not an Agent:** Except as SacSewer 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.

**Payment Bond:** The Contractor must provide a Payment Bond equal to 100% of the total contract to SacSewer within fourteen days (14) days after notification of award.

**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 clarification, exception or deviation indicated, it will be considered that none exist.

**In Writing:** Oral communications with SacSewer employees about this Request for Proposal shall not be binding on SacSewer, 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 -- via a signed addendum or amendment from the Purchasing Division buyer.

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

**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 SacSewer. SacSewer 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 SacSewer harmless from any and all claims that may be made against SacSewer 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 SacSewer 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 SacSewer, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a Sac Sewer District employee, right to act on behalf of SacSewer in any capacity whatsoever as agent, nor to bind SacSewer 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.

**Invoicing**

Sacramento Area Sewer District (SacSewer)  
RFP# 8501 Power Inn Pump Station N52- Programmable Logic Controller Upgrades

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

Attention: Accounts Payable  
SacSewer  
10060 Goethe Road  
Sacramento, CA 95827
2. Date of Service for each invoice shall contain a minimum of the following information: invoice number and date; remittance address; “bill to” and “ship to” addresses; contract shipping order number (PO#); quantities; item descriptions, unit prices and extensions; sales / use tax; and an invoice total.
3. For payment purposes, the contractor shall obtain a Purchase Order number from the District for each separate order/invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require an unique Purchase Order number to be issued to the vendor by **SacSewer**. If the Purchase Order number does not appear on the contractor's invoice, payment may be delayed because it would generally take longer to match the vendor’s invoice with the customer’s ordering document.
4. Invoices shall be issued as phases of work is complete and approved by SacSewer.
5. Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
6. In the State of California, government agencies are not allowed to pay excess interest and late charges. Per Government Codes, Section 926.10, interest shall be entitled commencing the 61<sup>st</sup> day and shall be 6 percent per annum.

## **DISTRICT INSURANCE REQUIREMENTS**

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. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

### **1. Verification of Coverage**

CONTRACTOR shall furnish DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** DISTRICT 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 DISTRICT and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

### **2. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

**GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by DISTRICT Risk Manager.

**AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. 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.

**UMBRELLA or Excess Liability** policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. **Minimum Limits of Insurance**

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 Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

Contractors shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project) or an equivalent form as broad as CG-2503.

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 per occurrence.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

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

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 designated under the Minimum Scope of Insurance.

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

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

5. **Other Insurance Provisions**

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

**ADDITIONAL INSURED STATUS:** SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively the "Additional Insured Parties"), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the

Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties. Applicable to General Liability and Auto Liability Policies.

**PRIMARY INSURANCE:** For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.

**FAILURE TO COMPLY:** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insured Parties.

**SEVERABILITY OF INTEREST:** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.

**WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, 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 the Contractor.

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The County 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 District and the general public are adequately protected.

**SUBCONTRACTORS:** Contractor shall require all subcontractors to maintain adequate insurance. Subcontractors shall name CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by contractor's subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

**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 County, Contractor shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not 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.

6. **All Policies:**

- a. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. DISTRICT Risk Manager may waive or alter this requirement,

or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public are adequately protected.

- b. **MAINTENANCE OF INSURANCE COVERAGE:** CONTRACTOR shall maintain all insurance coverages in place at all times and provide DISTRICT with evidence of each policy's renewal within ten (10) days after its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. 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.

### **Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, 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 to the types and amounts of insurance maintained by the contractor or the Contractor's Subcontractors.

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

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.

## EXHIBIT A

### 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 successful Bidder 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#8501 Power Inn Pump Station N52 – Programmable Logic Controller Upgrades;

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

Sacramento Area Sewer District (SacSewer)  
RFP# 8501 Power Inn Pump Station N52- Programmable Logic Controller Upgrades

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.)

## **STATEMENT OF WORK**

---

- 1.0 The work to be performed under this contract consists of providing all tools, labor, equipment, and materials necessary to upgrade existing PLC system at N52
- 2.0 Quality of work and materials: all materials and components shall be new. Workmanship shall be equal to the quality of work performed by a journey-level person. Judgment of quality shall be at the sole discretion of SacSewer representative inspecting the work.

3.0 Issuance of Keys

Interceptor Facilities: if required, must be obtained from the Controls Systems Supervisor, or designated SacSewer representatives. Receipt of keys shall be signed for by the contractor or authorized contractor representative. Upon completion of the work, all keys shall be returned. If contractor fails to return all keys issued, contractor shall be liable for the total cost of labor and material to re-key all areas accessible with the lost keys.

- 4.0 Protection of existing facilities: contractor shall take every precaution to protect all public and private property during and performance of this contract. Any damages caused by contractor's personnel or equipment will promptly be repaired to the condition existing before the damage or be replaced at no expense to SacSewer. SacSewer may either retain from monies due to contractor, an amount sufficient to repair the damage, or require contractor, at his or her expense, to repair the damage to the satisfaction of SacSewer.

- 5.0 Site examination: contractor is required to become familiar with the conditions and scope of work before submitting a proposal. Failure to visit the sites will not constitute a basis for claims or additional work caused by proposer's lack of knowledge.

- 6.0 Non assignment: contractor shall neither assign nor subcontract any of the services required under an awarded contract without written consent of Contracts and Purchasing Services Division.

7.0 OUT-OF-SERVICE CONSTRAINTS:

During the performance of corrective or preventative maintenance, the Contractor shall not leave an out-of-service system unattended for more than one hour. No attended system shall be out-of-service for more than 8 hours. No system shall be left out-of-service overnight (between 3 PM and 7 AM), or on weekends, or on SacSewer holidays. Exceptions to this constraint must be approved by SacSewer Control Systems Supervisor, or designated SacSewer representatives.

8.0 WARRANTY:

The Contractor shall warrant that all services shall be performed in a craftsman like manner and that all replacement parts, whether they be new or reconditioned, shall be functionally identical to the parts being replaced, shall equal or exceed the quality of original manufacturer's parts, and shall be fully operable.

9.0 PROTECTION OF EXISTING FACILITIES:

The Contractor shall take every precaution to protect all SacSewer property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment shall promptly be repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be the sole responsibility of the Contractor.

10.0 ACCESS TO DOCUMENTATION AND MANUALS:

The Contractor shall be given access to all available documentation and operating and maintenance manuals possessed by SacSewer whenever such access is necessary to perform work under this contract. The Contractor shall promptly return all documents upon work completion. The cost to replace all documents not returned by the Contractor shall be borne by the Contractor.

## EXHIBIT B

### VENDOR QUESTIONNAIRE

In submitting a Proposal, each Respondent 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.

**Organization:** Describe your firm's qualifications to provide the service specified in this RFP. Be sure to include: founding date (month and year) and brief history of firm; facility/office location, current number of employees (full-time and part-time); special equipment acquired for the work; firm's vision and mission statements, and key services offered.

**References:** List three or more clients for whom you have provided PLC upgrade and/or replacement in Exhibit D. List references that are current and similar in size and scope of work. For each of these references, include organization name, address, and the name and telephone number of the contact person. Please do not list the SacSewer as a reference when submitting the three references.

**Contract administrator:** Indicate the name, title, telephone number, and years of experience of the individual who will be administering the contract, if awarded to your firm.

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

**Subcontracting:** Is your firm planning to subcontract portions of the work? yes \_\_\_ or no \_\_\_. If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.  
See Exhibit E.

**Employees:** How many employees do you plan to hire or retain to provide the services specified in this RFP? Are they going to be permanent, full-time or part-time employees? How long must a part-time employee work in your firm to become a permanent, full-time employee? What percentage of your staff is currently employed full-time, on a permanent basis?

**Employee benefits:** What kind of employee benefits does your firm have to offer to employees? Are your part-time employees going to be paid the wage plus benefits on an hourly basis?

**Employment practices:** Include with your submittal a summary of your firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of your firm's training and injury & illness prevention programs.

**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 listed above.) See Exhibit G.

**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 clarification, exception or deviation indicated, it will be considered that none exist.

**EXHIBIT C  
COST PROPOSAL FORM**

**Labor and Materials Cost for N52 PLC Upgrades**

<b>Item#</b>	<b>Description</b>	<b>Cost</b>
1	Upgrade Existing Modicon Quantum PLC with Schneider Electric New M580 PLC & appurtenances, including X80 I/O modules	
2	Replace Existing PanelMate 5000 OIP with a new HMI Panel	
3	Labor Cost for the PLC System Integration	
4	Five (5) Licenses for PLC/HMI software	
5	Documentation and Training for the SacSewer Technicians	
	<b>Total Cost</b>	

## EXHIBIT D

### SECURITY STATEMENT

---

**Sacramento Area Sewer District  
8521 Laguna Station Road  
Elk Grove, CA 95758-9550**

Subject: Use of Confidential SacSewer Information

Our company will respect and maintain strict confidentiality in the use of all data that our company employees may gain access to for the purpose of preparing a response to RFP# 8501 and for the performance of any subsequent contract. Information obtained from SacSewer will be used only by authorized company employees and for only those purposes for which SacSewer provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to SacSewer promptly after use, all documents supplied along with all records of information derived therefrom.

Sincerely,

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

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

## EXHIBIT E

### CUSTOMER REFERENCES

---

R-1

Account Name	
Address	
Contact Person/Title	
Phone Number	
Personnel Provided / Year(s)	

R-2

Account Name	
Address	
Contact Person/Title	
Phone Number	
Personnel Provided / Year(s)	

R-3

Account Name	
Address	
Contact Person/Title	
Phone Number	
Personnel Provided / Year(s)	

R-4

Account Name	
Address	
Contact Person/Title	
Phone Number	
Personnel Provided / Year(s)	

## EXHIBIT F

### LIST OF DESIGNATED SUBCONTRACTORS (Includes suppliers)

Prime Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Subcontractor Name/Address/ Phone No.	Description of work to be performed by subcontractor	Anticipated Subcontract Amount

Additional sheets may be used if additional space is needed.

The undersigned Respondent assures that no subcontractor or supplier may be added, deleted, or changed without the express written approval of the awarding body.

\_\_\_\_\_  
 Signature of Prime Contractor/Title

## EXHIBIT G

### REGARDING INSURANCE COVERAGE

To Be Submitted with Proposal

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposal # 8501 Power Inn Pump Station N52 – Programmable Logic Controller Upgrades. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the SacSewer as Additional Insured for the work specified.

---

Name of Proposer (Person, Firm, or Corporation)

---

Signature of Proposer's Authorized Representative

---

Name & Title of Authorized Representative

## EXHIBIT H

### CONTRACTOR LICENSE CERTIFICATION

Pursuant to the Business and Professions Code of the State of California, Section 7030:

“Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, Mailing Address: P.O. Box 26000, Sacramento, California 95826.”

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor’s License Law of the State of California, and the number of said license is \_\_\_\_\_, and the classification of said license is \_\_\_\_\_, and the said license expires \_\_\_\_\_.

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
**Business Address**

By: \_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
*Type or Print Name*

\_\_\_\_\_  
*Title*

Dated: \_\_\_\_\_

**Corporate Seal**

If Contractor is a Corporation

State of Incorporation: