

REQUEST FOR PROPOSAL

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

SACRAMENTO AREA SEWER DISTRICT		Issue Date	May 2, 2017
		Proposal Number	RFP 8246
C O N T R A C T O R	(Complete Address)	Return your proposal in an envelope, sealed and clearly marked on outside with proposal number and date shown below to: Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758 Proposals must be received and logged in prior to the date and time indicated. Proposals will not be accepted after 3:00 P.M. on: May 23, 2017	
		For Additional Information Contact	
		Issuing Officer	Tamblynn Stewart
		Phone	(916) 875-9014

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 Net 30
Signature	F.O.B. Point: Destination
Printed Name	Telephone:
Federal Tax Identification Number:	E-Mail:
Date:	Fax:

Fleet Maintenance and Repair Services

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District (SASD) invites sealed proposals Fleet Maintenance and Repair Services.

Proposals must be addressed to:
Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: Tamblynn Stewart, RFP 8246

Proposals are to be publicly received and identified aloud by SASD representatives. Any respondent who wishes its proposal to be considered is responsible for making certain that its proposal is actually delivered to said Purchasing Office.

Detailed proposal request document RFP 8246 can be obtained by contacting the Issuing Officer, Tamblynn Stewart, at (916) 875-9014 or stewartt@sacsewer.com.

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

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

KEY ACTION DATES

RFP Issue:	May 2, 2017
Questions Due:	May 12, 2017
Proposals Due:	May 23, 2017 By 3:00 pm Sacramento Regional Wastewater Treatment Plant 8521 Laguna Station Rd. Elk Grove, CA 95758
Intent to Award Date:	May 30, 2017
Contract Award:	June 5, 2017
Provide Required Insurance:	June 15, 2017

INTRODUCTION

- 1.1 INVITATION:** The Sacramento Area Sewer District, invites Responses which offer to provide the services identified on the Cover Sheet and further detailed in this RFP.
- 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.
- 1.3 WE/US/OUR:** Terms which refer to the Sacramento Area Sewer District, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

SASD - Sacramento Area Sewer District

- 1.4 YOU/YOUR:** Terms that refer to businesses having some sort of relationship to or with us. The term may apply differently as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Proposer or Supplier will have:

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

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 proposal requirements.

Contractor - The Proposer(s) who’s Response to this RFP is evaluated as meeting the needs of Sacramento Area Sewer District. 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.).

- 1.5 REQUEST FOR PROPOSAL (RFP):** This entire document, including attachments.
- 1.6 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 SASD or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.
- 1.7 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 proposers via email. Oral answers provided by SASD or its agents shall not be binding.
- 1.8 DEADLINE FOR PROPOSAL SUBMITTAL: 3:00 PM on May 23, 2017**

- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 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 SASD, such information was intended to mislead SASD in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the proposal shall be rejected.
- 1.13 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 SASD. An unsigned proposal shall be rejected.
- 1.14 AWARD:** SASD will award to the contractor who presents the greatest value, in our view, to SASD.
- 1.15 CONTRACT EXECUTION:** This RFP and the Contractor's response will be made part of any resultant Contract(s) and will be incorporated in the Contract as set forth.
- 1.16 PRECEDENCE:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:
- 1) The provisions of the Contract (as it may be amended);
 - 2) The provisions of the Proposer's Response (as it may be clarified);
 - 3) The provisions of the RFP (as it may be supplemented).
- 1.17 CONTRACT PERIOD:** Any contract resulting from this RFP will be for the time indicated in this RFP.
- 1.18 ISSUING OFFICER:** The issuing officer and mailing address to send proposals, questions, and all other correspondence concerning the RFP is on the cover page.

BACKGROUND

The contractor will be responsible for maintenance, repair, and inspections for SASD's fleet located at the following address:

North Area Corporation Yard
5026 Don Julio Boulevard
Sacramento, CA 95842

SASD classifies its vehicles as either light or heavy. Light vehicles include passenger cars, trucks, and vans up to 14,000 pounds (gross vehicle weight). Heavy vehicles include trucks, vacuum trucks, and other vehicles over 14,000 pounds (gross vehicle weight).

PROPOSAL CONTENT AND ORGANIZATION

For a proposal to be considered responsive, contractors must submit current information consistent with all the categories listed below, as well as completed proposal forms, and the cost proposal worksheet. Each section must be separated and clearly marked with the corresponding letter notations.

- a. **Cover Page:** Provide a copy of the completed RFP cover page. The letter must be signed by an individual with authority to bind the Proposer.
- b. **General Overview of Company:** Provide a narrative description of your company's qualifications to provide the services outlined in this RFP. At minimum include the founding date, relevant facility office(s) and location(s), current number of employees, specialty equipment, and vision and mission statements.
- c. **Proposal Forms and Cost Proposal Worksheet:** Contractors must submit with their completed proposal, signed proposal forms, and the cost proposal worksheet attached to this RFP.
- d. **Contract Administrator:** Provide the name, title, contact information, and experience of the individual responsible for administering the contract.
- e. **Emergency/After Hours Contact:** Provide the name and telephone number of the individual(s) that can be contacted in case of service needs after hours, holidays, or weekends.
- f. **Subcontracting:** Provide a list of anticipated subcontractors and the type of work they will perform.
- g. **Roadside Assistance:** Indicate if your company provides roadside service for inoperable vehicles when repairs can be diagnosed and corrected in less than one hour. If roadside assistance is a service your company provides, indicate anticipated response time and days and hours of this service.
- h. **References and Experience:** Provide a summary of relevant experience within the last five years. Include the client, services provided, contract duration, and client contact information.

- i. **Project Team:** Provide a list of staff that will work under the proposed contract. The geographic location of the contractor and each team member must also be identified. Describe the qualifications, experience, years of service, and how long assigned mechanics have worked for the contractor.
- j. **Conflict of Interest Statement:** Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflict of interest that may exist with respect to the Proposer, management, or other persons relative to the services to be provided under the Agreement for product and services to be awarded pursuant to the RFP. If a Proposer has no conflicts of interest, a statement to that effect must be included in the proposal. A “Non-Collusion Declaration” has been included as part of this RFP as Attachment J and must be submitted with contractor’s proposal.
- k. **Proprietary Information:** Any information submitted in a proposal in response to this RFP that the contractor considers to be proprietary must be identified as such and must include the description of the legal basis for a claim of confidentiality. SASD will not assert the confidentiality of such information unless the contractor executes a contract prepared by SASD to defend and indemnify SASD for any liability, costs, and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether SASD will assert the claim of confidentiality on behalf of the contractor is at the sole discretion SASD.
- l. **Bureau of Automotive Repair License:** Contractor shall provide their valid Bureau of Automotive Repair license issued by California.
- m. **Exceptions to Contract Terms and Conditions:** Contractors shall provide a list of any exceptions to contract terms and conditions, which the contractor will seek from the sample SASD contract language. The sample agreement has been incorporated into this RFP package hereto as Attachment D.

PROPOSAL EVALUATION CRITERIA

An evaluation committee will review and rank the proposals based on criteria noted below in Table 8.1, on a best value basis, and reserves the right to make ranking determinations for purposes that best serve the interest of SASD.

Table 8.1 - Weighted Ranking Criteria

Evaluation Criteria	Maximum Score
Cost Proposers cost using the pricing sheets	40
Qualifications & Experience Proposers experience, history, and demonstrated ability to perform all functions necessary in providing the fleet services outlined in this RFP	30
Responsiveness of Proposal Proposers completeness and clarity of all required information and any supplemental information provided	30

SELECTION AND AWARD

Phase 1: Proposals will be examined to determine if the contractor understood and responded in accordance with the following requirements:

1. Proper completion and submittal of required proposal documents and content
2. Acceptability of exceptions taken to agreement terms and conditions

Phase 2: Proposals that meet the requirements of Phase I will be evaluated and scored using the criteria identified in Table 8.1 in Section 8 above, and proposals submitted will be ranked accordingly. The evaluation committee may elect to hold interviews or request clarification of information in a proposal.

Phase 3: Upon completion of the Phase 2 evaluation and ranking process, SASD will conduct interviews with references provided by the proposer. After references are checked, initial discussions will be conducted between SASD and the contractor with the highest ranked proposal to conceptually agree on the scope of services and costs. SASD will then enter final negotiations with the selected contractor with the intent of agreeing on a mutually accepted Contract. SASD will then issue an Intent to Award notice to all candidates. After successful completion of this process, SASD will make the following recommendations to the District Engineer:

1. Approve SASD's selection of the contractor with the highest ranked proposal; and
2. Execute a Contract for the Sacramento Area Sewer District Fleet Maintenance and Repair Services Agreement.

SASD reserves the right to waive minor irregularities and omissions in the information contained in a proposal and to make all final determinations. There is no appeal from a decision not to review a proposal due to an incomplete or late proposal submission.

LIST OF ATTACHMENTS

ATTACHMENT A
SCOPE OF SERVICE

**ATTACHMENT B - TO BE INCLUDED WITH PROPOSAL
COST PROPOSAL WORKSHEETS**

**ATTACHMENT C - TO BE INCLUDED WITH PROPOSAL
DESIGNATION OF SUBCONTRACTORS**

**ATTACHMENT D - TO BE INCLUDED WITH PROPOSAL
EXCEPTION RESPONSE PAGE**

ATTACHMENT E
LIST OF VEHICLES

ATTACHMENT F
SASD INSURANCE REQUIREMENTS

**ATTACHMENT G - TO BE INCLUDED WITH PROPOSAL
REGARDING INSURANCE COVERAGE**

ATTACHMENT H
TERMS AND CONDITIONS

ATTACHMENT I
STANDARD TERMS AND CONDITIONS FOR PROPOSALS

**ATTACHMENT J - TO BE INCLUDED WITH PROPOSAL
NON-COLLUSION DECLARATION**

ATTACHMENT A SCOPE OF SERVICE

1.0 GENERAL

The successful proposer must be able to provide the appropriate staffing resources, tools, parts, materials, supplies, and diagnostic equipment to perform maintenance, repair, inspections, and other services as needed. SASD's preference is for the proposer to have the ability to perform all required services; however, work may be subcontracted.

- 1.1 Maintenance: Includes fluid and filter replacements, tire rotations, tune ups, brake and belt replacements, and service to common mechanical and electrical systems. The activities are typically in accordance with the original equipment manufacturers recommended services.
- 1.2 Repair: Includes replacement of defective or failed parts, and modifications to vehicles.
- 1.3 Inspections: Includes completing all Federal and State required vehicle inspections and certifications for regulated and non-regulated vehicles. These include the 90-day State Basic Inspection of Terminals (BIT) Program, safety inspections subject and not subject to California Vehicle Code section 34500VC, diesel engine opacity inspections, bi-annual emissions inspections, crane and aerial device inspections, and smog inspections.
- 1.4 Other Services: Includes safety checks, roadside assistance, testing, tire replacement, and cleaning.
 - 1.4.1 Safety Checks: The contractor will perform a safety check during all maintenance work. The check includes the following:
 - Tires: Visually check condition
 - Lights: Check directional signaling devices and emergency light systems for proper operation
 - Seat belt: Check operation of seat belts
 - Windshield Wipers and Washers: Check condition of wiper blades and level of washer fluid
 - Fluid Levels: Check and fill fluid levels in oil, transmission, power steering pump, and master cylinder
 - Battery: Check condition of heat-shield, hold-down clamps and cable ends, electrolyte level, and clean top and terminals as needed
 - Exhaust System: Visually inspect complete exhaust system including catalytic converter and heat-shielding and inspect for leaks which could allow exhaust fumes to enter vehicle
 - Steering and Suspension Components: Conduct a "look and shake" inspection
 - Drive Shaft U-Joints and CV Joints: Conduct a "look and shake" inspection for seal leakage or failure

- Critical Components: Check condition of all under-hood heat-shields and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat
- Brakes: Inspect all brake line hoses and master cylinder for signs of leaks or damage
- Cooling System: Visually inspect entire system for leaks, damage, or other signs of needed repair

1.4.2 Testing: The contractor will conduct a driving or appropriate operations test on all vehicles that have had a safety related repair. Safety related repairs include brake, steering, and aerial lift service.

1.4.3 Tire Replacement: The contractor will provide comprehensive tire services including replacement, repair, balancing, and field tire service. The contractor will replace tires when minimum tread depth have been reached or the tires are otherwise unacceptable due to weathering, irregular wear patterns, ply separation, or other conditions that may affect the safety and performance of vehicles.

1.4.4 Cleaning: The contractor will wash the exterior and vacuum the interior of all cars and pickup trucks after service.

2.0 SCHEDULING

2.1 SASD's Fleet Manager or designee will contact the contractor Monday - Friday between 8:00 am and 4:00 pm approximately two weeks in advance to schedule planned work.

2.2 The Proposer shall identify a single individual to serve as the responsible contact for daily communication with SASD regarding vehicle scheduling and status updates

2.3 Unless otherwise agreed to, the contractor will pick up the vehicle from SASD's North Area Corporation Yard after 2:00 p.m. no more than one day before the scheduled appointment. The contractor will notify SASD when the work is complete and schedule a time to drop off the vehicle. Vehicles must be dropped off no later than 9:00 a.m. the next business day after the work is complete.

2.4 Maintenance: SASD typically schedules regular routine maintenance and services based on the manufacturer's recommendations.

2.5 Repair: SASD will work with the contractor to schedule unplanned repair work.

2.3 Inspections: Commercial vehicles are required by law to be inspected every 90 days. SASD will work with the contractor to schedule inspections.

3.0 AUTHORIZATION

- 3.1 SASD will report vehicle malfunctions promptly by submitting a trouble report authorized by a designated SASD representative. This signed report will authorize the contractor to make repairs up to \$2,500 on heavy vehicles and up to \$500 on light vehicles.
- 3.2 The contractor will contact SASD for approval before work can be performed for any repairs that are estimated to cost in excess of \$2,500 on heavy vehicles or \$500 on light vehicles.
- 3.3 SASD will provide a decision within two working days of being contacted by the contractor. The contractor's performance measures will not be adversely affected by time spent waiting for repair authorizations.
- 3.4 The contractor will not open a repair work order or make repairs for trouble reports that are unsigned. The contractor will ask SASD for additional authorization if service or repairs exceed initial estimates.
- 3.5 The contractor will provide SASD with a written estimated completion time for all scheduled work. The contractor will notify SASD by phone and email if the initial completion time estimate must be extended for any reason.

4.0 TIME AND MATERIAL COSTS

All services will be charged on a time and material basis. Time will be billed at the quoted labor rate for the initial 12-month contract period. After the initial 12-month contract period, the contractor reserves the right to negotiate service charges provided there is a minimum two month notice of change in service charge and there is a mutual agreement between SASD and the contractor.

5.0 REPORTING

- 5.1 All work must be tracked on individual separate work orders for each vehicle. The work order must include the following information:
 - Start date and completion date
 - Vehicle code and description
 - Vehicle mileage at time of service
 - Description of service, hours, parts/materials used, and cost associated with each
 - Subcontracted repairs must be included with work order and include the same information

6.0 WARRANTY

- 6.1 The contractor guarantees and warrants that all material furnished and all services performed will be free from defects in material and workmanship. The contractor will not invoice SASD for any repeat work that occurs within the following warranty periods:

Description of Service	Warranty Period
Engine or Transmission Overhauls	12-months or 12,000 miles*
All Other Work	180 days, 500 engine hours, or 5,000 miles*

* Whichever occurs first

6.2 The contractor will not be responsible for the removal, installation, or tampering of any component installed by anyone other than the contractor or its subcontractor(s).

7.0 PARTS

The contractor will procure and furnish all parts, materials, and supplies required for the maintenance, repair, inspections, and other services. All repair parts are to be OEM or equivalent. Rebuilt or remanufactured parts must conform to the manufacture's reconditions tolerances.

ATTACHMENT B COST PROPOSAL WORKSHEETS

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the item shown herein.

Light Vehicle: 2008 Ford F150 Super Cab 4x4 5.4L					
Item	Service Description	Estimated Quantity	Unit	Estimated Time to Complete Task	Line Item Total
1	Pickup and Drop Off	1	LS		
2	Change Oil and Filter	1	LS		
3	Rotate and Inspect Tires	1	LS		
4	Replace Brake Pads and Rotors/Drums	1	LS		
5	Inspect and Lubricate all Non-Sealed Steering Linkage, Ball Joints, Suspension Joints, Drive Shafts, and U-Joints	1	LS		
6	Change Automatic Transmission Fluid	1	LS		
7	Smog Inspection and Certification	1	LS		
8	Wash Exterior and Vacuum Interior	1	LS		
9	Mechanic Labor Rate	1	HR	NA	

Notes:

1. With the exception of bid item 9, all costs shall include parts and labor.
2. All costs shall include taxes and fees.

Sacramento Area Sewer District
RFP# 8246 Fleet Maintenance and Repair Services

Heavy Vehicle: 2013 Freightliner 108SD Jetter Vacuum Truck					
Item	Service Description	Estimated Quantity	Unit	Estimated Time to Complete Task	Line Item Total
1	Pickup and Drop Off	1	LS		
2	Change Oil and Filter	1	LS		
3	Replace Brake Pads and Rotors/Drums	1	LS		
4	Inspect and Lubricate all Non-Sealed Steering Linkage, Ball Joints, Suspension Joints, Drive Shafts, and U-Joints	1	LS		
5	Basic Inspection of Terminals (BIT)	1	LS		
6	Diesel Particulate Filter Cleaning	1	LS		

Notes:

1. All costs shall include parts and labor.
2. All costs shall include taxes and fees.

ATTACHMENT C
DESIGNATION OF SUBCONTRACTORS

The following are subcontractors who will perform work or labor or render services to the bidder in or about the work or improvement in an amount in excess of one-half of one percent (0.5%) of the total base bid.

Subcontractor	Portion of Work	License No.	Place of Business

ATTACHMENT D
EXCEPTION RESPONSE PAGE

PROPOSAL ITEM	REQUIREMENT DESCRIPTION	EXCEPTION or DEVIATION

ATTACHMENT E LIST OF VEHICLES

Vehicle No.	Make/Model	Description	Year	BIT Req'd
1	International/7400 SFA 4x2	Jetter Vacuum Truck	2011	Yes
2	Freightliner/108SD	Jetter Vacuum Truck	2013	Yes
3	Freightliner/114SD	Jetter Vacuum Truck	2016	Yes
4	Freightliner/114SD	Jetter Vacuum Truck	2016	Yes
5	Freightliner/114SD	Jetter Vacuum Truck	2012	Yes
6	Freightliner/Business C M2 106V 4x2	Jetter Truck	2011	Yes
7	Freightliner/Business C M2 106V 4x2	Jetter Truck	2011	Yes
8	Freightliner/108SD	Jetter Vacuum Truck	2013	Yes
9	Freightliner/108SD	Jetter Vacuum Truck	2014	Yes
10	Freightliner/108SD	Dump Trunk	2013	Yes
11	Freightliner/Sprinter	TV Van	2008	Yes
12	Chevrolet/C3500	Rodding and Balling Truck	2007	Yes
13	Chevrolet/C3500	Rodding and Balling Truck	2007	Yes
14	Dodge/BR3500	Rodding and Balling Truck	2000	Yes
15	Ford/F-550	Mechanical Trunk	2006	Yes
16	GMC/C4500	Traffic Control Truck	2007	Yes
17	GMC/C4501	Traffic Control Truck	2007	Yes
18	Ford/F-350	Traffic Control Truck	2014	Yes
19	Chevrolet/Silverado	Pickup Truck	2005	No
20	Toyota/Prius	Passenger Car	2004	No
21	Chevrolet /Malibu	Passenger Car	2008	No
22	GMC/Sierra	Pickup Truck	2004	No
23	GMC/Sierra	Pickup Truck	2004	No
24	Chevrolet/Silverado	Pickup Truck	2007	No
25	Ford/F-150	Pickup Truck	2007	No
26	Ford/F-150	Pickup Truck	2008	No
27	Ford/F-150	Pickup Truck	2008	No
28	Ford/F-150	Pickup Truck	2008	No
29	Ford/F-150	Pickup Truck	2008	No
30	Ford/F-150	Pickup Truck	2008	No
31	Chevrolet/Silverado	Pickup Truck	2009	No
32	Chevrolet/Silverado	Pickup Truck	2016	No
33	Chevrolet/Silverado	Pickup Truck	2016	No
34	Dodge/1500	Pickup Truck	2002	No

ATTACHMENT F

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

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY, GARAGE LIABILITY, GARAGE KEEPERS LEGAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001 or Garage Liability form CA 0005 and Garage Broadening endorsement. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by SASD's Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01 or written under the Garage Liability Coverage Form CA 0005. 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. If Garage Liability form is used, Automobile Liability may be covered on that same form.

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/Garage 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:	\$1,000,000
Each Occurrence:	\$2,000,000
Garage Keepers Legal Liability (Any One Vehicle)	\$400,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$2,000,000 Combined Single Limit.

Workers' Compensation: Statutory requirements of the State of California and Employer's Liability Insurance.

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

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 SASD.

5. Other Insurance Provisions

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

6. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers accredited with the State of California and with a current A.M. Best's rating of no less than **A-: VII**. SASD 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 SASD 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 SASD with evidence of each policy's renewal ten after its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after 30 days' written notice for cancellation has been given to SASD. For non-payment of premium ten days prior written notice of cancellation is required.

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

- a. ADDITIONAL INSURED STATUS: SASD, SRCSD, and the County of Sacramento, their governing Boards, officers, directors, officials, employees, authorized agents and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the SASD, SRCSD, and the County of Sacramento, their Governing Boards, officers, directors, officials, employees, authorized agents and volunteers.
- b. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- c. PRIMARY INSURANCE: For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects to SASD, SRCSD, and the County of Sacramento, their governing Boards, officers, directors, officials, employees, authorized agents and volunteers. Any insurance or self-insurance maintained by SASD, SRCSD, and the County of Sacramento, their governing Boards, officers, directors, officials, employees, authorized agents and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

- d. SEVERABILITY OF INTEREST: CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

8. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the SASD, SRCSD, the County of Sacramento, their governing Boards, officers, directors, officials, employees, authorized agents and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR.

10. 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 SASD, CONTRACTOR shall give prompt and timely notice thereof to SASD. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

ATTACHMENT G
REGARDING INSURANCE COVERAGE

Proposer HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal 8246 SASD Fleet Maintenance and Repair Services. 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 Sacramento Area Sewer District 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

Date of Signing

ATTACHMENT H

TERMS AND CONDITIONS

Valid Offer: Proposals received are an irrevocable offer and shall be valid for 120 days following the closing date for receipt of proposals.

Changes to Proposal: SASD 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 SASD's needs.

Public Record: All proposals become the property of SASD. 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.

Cash Discounts: Cash discounts of less than 30 days and cash discounts offered with 10th proximo will be considered as "Net 30 days" in the calculation of lowest proposal.

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.

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. In addition, the contractor and crew shall always be courteous, cooperative and professional toward SASD representatives and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of SASD

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

Right to Terminate: Either party may terminate this agreement, without cause, by written notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least 30 calendar days after receipt by the Contractor. The Contractor may terminate this agreement, without cause, by written notice of at least sixty 60 calendar days after receipt by SASD. Notwithstanding, the Contractor shall remain obligated to perform services pursuant to this agreement and SASD 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 SASD, 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.

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.

Nondiscrimination: 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.

Compliance with all Laws and Jurisdiction: 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.

In Writing: Oral communications with SASD employees about this Request for Proposal shall not be binding, and shall not excuse 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 Issuing Officer.

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 is not clarification, exception or deviation indicated, it will be considered that none exist.

Integration: This contract constitutes the entire contract between SASD and the Contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between SASD 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 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 SASD. SASD 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 SASD harmless from any and all claims that may be made against SASD 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 SASD 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 SASD, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as an SASD employee, right to act on behalf of SASD in any capacity whatsoever as agent, nor to bind SASD 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.

ATTACHMENT I

STANDARD TERMS AND CONDITIONS FOR PROPOSALS

1. **PROPOSAL GENERAL CONDITIONS:** All of the terms and conditions of the proposal against which this purchase document is applied, are hereby incorporated.
2. **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 contractor to receipt of services by SASD.
 - e. All responses must be signed by an authorized officer or employee of the responder.
 - f. Responses must be submitted by the specified date and time. Late responses, telegraphic, email, fax, or telephone responses will not be accepted.
 - g. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
 - h. If any information contained in the response is considered confidential or proprietary by proposer, it must be clearly labeled as such and presented in a sealed envelope within the bidder's response package.
3. **F.E.T. EXEMPTION:** SASD is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
4. **BRAND NAMES:** 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 SASD Purchasing Officer as to what items are equal is final and conclusive.

When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.
5. **AMERICANS WITH DISABILITIES ACT:** As a condition of submitting a response to the Sacramento Area Sewer District (SASD), the bidder certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended. Failure to certify prohibits the award of a Contract to the bidder.
6. **LIABILITIES:** The bidder shall hold SASD, 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 SASD or bidder because of the unauthorized use of such articles.
7. **HOLD HARMLESS:** The vendor shall hold SASD, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against SASD or himself because of the unauthorized use of such articles.

8. **DEFAULT BY VENDOR:** In case of default by vendor, SASD may procure the 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 SASD. Prices paid by SASD shall 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 SASD Purchasing Manager.
9. **RIGHT TO AUDIT:** SASD reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
10. **ASSIGNMENT:** In submitting a response to a public purchasing body, the responder offers and agrees that if the response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quote for sale to the purchasing body pursuant to the quote. Such assignment must be made and become effective at the time the purchasing body tenders final payment to the responder.
11. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
12. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
13. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, fewer deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the SASD Purchasing Officer.
14. **SPECIAL CONDITIONS:** SASD's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Sacramento Area Sewer District, Sacramento Regional County Sanitation District, and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the 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 to the extent caused by the active negligence 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.

ATTACHMENT J
NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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 _____