

**REQUEST FOR PROPOSAL** This Is Not An Order - Make A Copy For Your File - Return Original

**SACRAMENTO AREA SEWER DISTRICT  
PURCHASING AND MATERIALS SUPPORT  
10060 Goethe Road  
Sacramento, CA 95827**

Issue Date

**June 26, 2019**

Proposal Number

**RFP No. 8344**

(Enter Name and Address here).

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

**PURCHASING AND MATERIALS SUPPORT  
8521 LAGUNA STATION ROAD  
ELK GROVE, CA 95758-9550  
ATTN: RFP No. 8317**

**Proposals must be received at SRCSD Reception and logged  
in prior to the date and time indicated. Proposals will not be  
accepted after 3:00 P.M. on:**

**July 18, 2019**

For Additional Information Contact

Issuing Officer:

**Robert J. Salinas**

PHONE:

**(916) 875-9013**

**Merchandise or Service for Delivery To:  
Sacramento Area Sewer District (SASD)  
5026 Don Julio Blvd.  
Sacramento, CA 95842**

**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 all of this Request for Proposal:

<b>Firm Name</b>	<b>Terms of Sale:    Net 30</b>
<b>Signature</b>	<b>F.O.B. Point        Destination</b>
<b>Printed Name</b>	
<b>Federal Tax ID Number</b>	
<b>Date</b>	<b>E-Mail:</b>
<b>Telephone:</b>	<b>Fax:</b>

**Five (5) Easement Cart Trailers**

This Request for Proposal (RFP) is to purchase and deliver five (5) Easement Cart Trailers in accordance with the instructions, specifications and terms and conditions attached hereto.

By submitting a signed proposal, the proposer certifies that the entire Request for Proposal package has been received, reviewed, and is included with the proposer's response.

### NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District (SASD) invites sealed proposals for RFP No. 8344 to purchase five (5) Easement Cart Trailers.

Proposals will be received at the District's Office, 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00p.m., July 18, 2019** to be publicly opened and declared aloud by District representatives.

- 1) Any proposer who wishes its proposal to be considered is responsible for making certain that its proposal is actually delivered to the District Office. Proposals shall be addressed to the

Sacramento Regional County Sanitation District  
8521 Laguna Station Rd  
Elk Grove, CA 95758,  
ATTN: RFP No. 8344

- 2) Proposer envelope must clearly list vendor name and return address. Envelopes that do not list vendor name and address will not be opened.

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

**KEY ACTION DATES**

Proposal Issue: June 26, 2019

Question Due Date: July 10, 2019

**Proposal Due Date: July 18, 2019**

Intent to Award: July 24, 2019

Purchase Order Award: July 30, 2019

**Request for Proposals Contents**

<p><b>Information provided in this proposal:</b></p> <ul style="list-style-type: none"> <li>• Cover Page **</li> <li>• Notice to Vendors</li> <li>• Key Action Dates</li> <li>• Contents &amp; Response Pages</li> <li>• Introduction</li> <li>• Proposal Inquires</li> <li>• Specifications</li> <li>• Evaluation Criteria</li> <li>• Cost Response Page**</li> <li>• General Terms and Conditions</li> <li>• District Insurance Requirements</li> <li>• Insurance Coverage Statement **</li> <li>• Additional Proposer Information **</li> <li>• Warranty / Product Support **</li> <li>• Standard Terms &amp; Conditions</li> <li>• Exceptions Response Page **</li> <li>• SASD Proposer’s Basic Data Sheet **</li> </ul>	<p><b>Proposer Response:</b> Interested proposers must complete and return the following pages/sections by the closing date and time shown on the cover page in order to be considered. Other pages may be filed in your records.</p> <ul style="list-style-type: none"> <li>• Cover Page with authorized signature</li> <li>• Cost Response</li> <li>• Insurance Coverage Statement</li> <li>• Additional Proposer Information</li> <li>• Warranty / Product Support</li> <li>• Exceptions Response Page</li> <li>• SASD Proposer’s Basic Data Sheet</li> <li>• Two (2) copies of proposal and mark the original as the “Original” or “Master Copy”</li> </ul>
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## **INTRODUCTION**

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**INVITATION:** The Sacramento Area Sewer District, Purchasing & Material Support, invites Responses which offer to provide the goods and/or services identified on the Cover Sheet, page 1.

**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:

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

*District* – Sacramento Area Sewer District (SASD)

**You/Your:** are terms which 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 Vendor will have different obligations than “you” as a Proposer or Supplier will have:

*Supplier* - A business entity which may provide the subject goods and/or services.

*Proposer* - A business entity submitting a response to this Request for Proposals. Suppliers which may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the proposal requirements.

*Vendor* - The Proposer who’s response to this RFP is found by Purchasing to meet the needs of the District. Vendor will be selected for award, and will enter into a contract for provision of the goods and/or services described in the RFP.

**RFP:** This entire document, including attachments.

**Response:** The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response.

**RFP CLARIFICATION:** Questions regarding this RFP should be directed in writing to the Issuing Officer specified on the Cover Sheet, page 1. Answers, citing the question, but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

**RFP Amendment:** If it becomes evident that this RFP must be amended, we will issue a formal written amendment to all known prospective Proposers.

**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 from any obligation regarding this RFP. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this RFP.

**AWARD:** Award will be made to the lowest responsible proposer.

**CONTRACT EXECUTION:** This RFP and the Vendor’s response will be made part of any resultant Contract and will be incorporated in the Contract as set forth.

**Protests:** After receipt of the District’s “Intent to Award” notice, any proposer who has questions or concerns should immediately contact the Issuing Officer for discussion. Any proposer who believes that they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of the District. **No protest received after 4 p.m. on the 3rd business day shall be accepted.**

If any District holiday falls within the 3 business day protest response period the protest acceptance period will be extended by the holiday(s). For example, if the Intent to Award notice is issued on a Friday, a protest must be received by Wednesday at 4 p.m. Should any of the 3 days be a County holiday the deadline will be extended by the number of holidays occurring during the 3 business day protest response period.

**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);
- 4) the provisions of the County Standard Specifications.

**CLAIMS:** Claims for \$375,000 or less shall be in accordance with Section 20104 of the Public Contract Code.

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

Robert J. Salinas  
Contract Services Officer II  
Sacramento Regional County Sanitation District  
8521 Laguna Station Road  
Elk Grove, CA 95758  
(916) 875-9013  
[salinasr@sacsewer.com](mailto:salinasr@sacsewer.com)

**PROJECT CONTACT:**

Jeff Sumner, Fleet Services Manager  
Sacramento Area Sewer District (SASD)  
Telephone: (916) 876-6203  
[sumnerj@sacsewer.com](mailto:sumnerj@sacsewer.com)

**VENDOR EXAMINATION OF THIS RFP/QUESTIONS:** Vendor shall examine carefully the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the system needs through discussion and visits with the District.

If vendors discover an ambiguity, conflict, discrepancy, omission or other errors in the RFP, they shall immediately notify the Issuing Officer of such error in writing and request modification of the document. Modifications shall be made by addenda.

Vendors requiring clarification of the intent or content of this RFP or on procedural matters regarding the proposal process may request clarification by contacting the Issuing Officer identified above.

**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.

**Expensive binding, colored displays, promotional materials, etc., are not necessary or desired.** Emphasis should be concentrated on conformance and clarity of content. Vendor proposals shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind.

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability as a requirement of the RFP, the proposal shall be rejected.

The proposal must be signed by an individual who is authorized to bind the proposing firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. An unsigned Proposal shall be rejected.

**ACCEPTANCE AND REJECTION OF PROPOSALS** - The District reserves the right:

- To reject any or all Proposals, or any part thereof;
- To waive any informality in the Proposal;
- To accept the Proposal that is in the best interest of the District.

**The District's decision shall be final.**

**PROPOSAL INQUIRES -**

Questions regarding this proposal should be referred to:

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT  
Purchasing & Material Support  
8521 Laguna Station Rd.  
Elk Grove, CA 95758

Attn: Robert J. Salinas  
Contract Services Officer II  
(916) 875-9013  
[salinasr@sacsewer.com](mailto:salinasr@sacsewer.com)

These inquiries are to be submitted by **7/10/2019**. Any interpretations by the District will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

**Note:** The District will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope by 3:00PM July 18, 2019. Refer to instructions on the cover page.

## SACRAMENTO AREA SEWER DISTRICT (SASD)

**SCOPE:** It is the purpose of this specification to describe requirements for five (5) hydraulically lowered deck utility trailer used to transport a sewer easement machine and associated equipment to and from jobsites within the Sacramento Regional area.

### I. GENERAL

1. **REGULATIONS:** The unit furnished to meet these specifications, including all equipment and accessories, will comply with all current regulations of (1) California Vehicle Codes; (2) California Code of Regulations, (3) Cal-Osha standards as applicable; (4) National Highway Traffic Safety Administration; (5) Federal Motor Vehicle Safety Standards and Regulations; (6) California Environmental Protection Agency, Air Resources Board (ARB) and any other Federal, State or local legal requirements that may apply.
2. **RESPONSIBILITY:** Vendor / Dealer will be responsible for vehicle / equipment compliance with all applicable codes, regulations, laws, etc., governing such vehicle / equipment at the time of delivery. Acceptance of such vehicle / equipment by SASD will not relieve Dealer / Vendor of the responsibility of items that do not meet such requirements. Should any of these specifications conflict with any code, regulation, law, etc., the Dealer / Vendor will notify SASD before manufacturing starts. Dealer / Vendor will not be held responsible for changes required by codes, laws, regulations, etc., to vehicle / equipment after the time of delivery.
3. **LABELS:** All controls (levers, pedals, push buttons, switches, etc.) and indicator lamps will be clearly labeled as to function and direction of operation. Unless otherwise specified herein, all labeling will be permanent placard type nameplates. Labels will be engraved metal or engraved laminated plastic and will not utilize glues or press-on attachments. Hand engraving is not acceptable. Factory embossed knobs or handles are acceptable.
4. **HOSES, CABLES AND ELECTRICAL:** For all motor vehicle body, ancillary equipment installation and trailer construction all hoses, lines, electrical cables and wiring will conform to the following:
  - a. All will be securely supported using properly sized vinyl coated or rubber cushion "P" type metal clamps (see <http://www.mcmaster.com/#cushioned-cable-clamps/=ckmkdw> for example).
  - b. Tie-wraps ***will be used only as necessary to aid*** in the securement of hose bundles. Tie-wraps ***will not*** be used for the primary supporting or securing of hoses/lines. Stick-on or glue-on retainers are not acceptable. ***Tie wrap tails will be cut flush and smooth with the buckle and not leaving a point or sharp edge to injure personnel.*** Any tie wraps not finished in this manner will be rejected during inspections.
  - c. Grommets will be used where for any passage through compartments, frame members, bulkheads or any other material that may cause abrasion.
  - d. Positive protection or metal shielding will be used to preclude chaffing against frame members chassis, components, etc.
  - e. Any penetration of a weather resistant or proof type tool box, cabinet or compartment will be sealed to avoid water intrusion.



- f. Wiring, internal and external, will be enclosed in loom and hoses and cables will be properly secured and routed in a neat professional manner.
- g. Any wiring passing through a compartment, tool or materials supply or work area will be encased in steel tubing for protection. Tube ends will be properly cleaned and de-burred to prevent any wire chaffing.
- h. Electrical Tape is not permitted in wrapping wiring, connections or as a loom support.
- i. The use of “Scotch Lock” or equivalent wiring harness connectors is not acceptable.
- j. Any wire splices and/or butt connections will be soldered with shrink tube, or finished using heat shrink butt connectors or butt connectors with shrink tube.

**5. INVOICES:** Dealer/Vendor will deliver invoice(s) for vehicle(s)/equipment to the following address:

Sacramento Area Sewer District  
10060 Goethe Road  
Sacramento, CA. 95827  
ATTN: Jeff Sumner

**6. DELIVERY:** The vehicle(s)/equipment will be delivered completely assembled, serviced and ready to operate. Vehicle/equipment will be delivered with standard tool kits and manuals to:

SASD fleet shop  
5026 Don Julio  
Sacramento, CA. 95842  
Contact: Jeff Sumner (916) 876-6203 to make arrangements prior to delivery.

**7. DMV DOCUMENTATION:** Dealer/Vendor will deliver the MSO document at the time of delivery of trailer to:

Sacramento Area Sewer District  
10060 Goethe Road  
Sacramento, CA. 95827  
Attn: Jeff Sumner

**8. PAYMENT:** SASD will not accept the vehicle/equipment until all the conditions of this specification are met. The time period of terms and conditions of payment will not begin until after SASD has accepted the vehicle/equipment.

**9. WARRANTY AND OTHER REQUIREMENTS:** The regular manufacturer’s warranty will be furnished for each unit.

**10. MANUALS:** Vendor/Dealer will provide for each unit or series of like units and each of the units accessories (such as a compressor, generator, pumps, crane, body, hydraulic pump, etc.), the manuals listed below. Manuals provided will be current and of the same model provided to SASD, not for “similar” models.

**Required:**

- a. Three (3) copies each of the operator's manuals.
- b. Three (3) copies each of any safety manuals.

**11.** Only new models in current production, which are catalogued by the manufacturer, and for which printed literature and specifications, are available, will be acceptable. All equipment catalogued as standard will be furnished with the vehicle/equipment whether or not it is listed in these specifications.

**12. COMPONENTS:** The component parts of the unit will be of proper size and design to safely withstand maximum stresses imposed by a maximum capacity load, and the manufacturer's rated loads for axles and bearings will not be exceeded when the unit is loaded to such capacity. All driving parts will have a torque capacity sufficient to transmit maximum power developed by the engine. All components will be OEM unless not available as an OEM option. All components will be mounted or installed as per component manufacturer's specifications.

**13. CONSTRUCTION:** The apparent silence of this specification as to any detail, or the omission from it of a detailed description concerning any point, will be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. Corners will be rounded, edges and surfaces will be free of sharp edges and burrs. SASD personnel frequently service and maintain the equipment and will not at any time be exposed to injury from unfinished parts. Body and all components will allow for full movement of tires and suspension without rubbing, interfering or limiting in any way.

**14. COMPLETED VEHICLE LABELS:** If this vehicle/equipment is a chassis with a manufactured body, the body manufacturer will be registered with the National Highway Traffic Safety Administration. The completed unit will be affixed with a label certifying compliance with all applicable Federal Motor Vehicle Safety Standards and displaying vehicle identification and weight ratings. Labels will comply with Title 49 Code of Federal Regulations Parts 565 through 568 for but not limited to information and placement.

**15. FLUIDS AND SERVICING:** The new vehicle/equipment will be completely serviced by the successful bidder or their authorized agent. All fluid levels including crankcase, differential, transmission, and any auxiliary equipment included in this bid will be filled to manufacturer's recommended capacity prior to receiving at the delivery destination.

**16. QUESTIONS:** Should at any time during the construction process the vendor have a question or doubt about any of the specifications listed in this document they will contact the SASD Fleet Manager at (916) 876-6203 for clarification before continuing.

**17. EQUIVALENTS:** All components specified that include the language "or equivalent" will mean the same in configuration, specifications and minimum performance of the component. Equivalents must be approved by the SASD Fleet Manager at (916) 876-6203 before that equivalent may be used.

**18. TRAILER VEHICLE IDENTIFICATION NUMBERS (VIN):** All trailers along with the certification labeling required by 49 CFR Part 567 will have the full VIN number physically

stamped by utilizing steel stamps with a size of no less than three eighths (3/8) inch in two locations. One will be on the left side or top of the tongue. The second will be on the inside vertical surface of the right side frame member forward of the axle viewable only from under the trailer. Neither stamping will be concealed from view. **Stampings will be clear, complete and easily legible after final paint.** Engraving, painting, adhesive or weld on labels or any other method other than steel stamping the members will not be acceptable.

**19. MEETINGS AND INSPECTIONS:**

- a. A pre-production meeting is required by SASD to discuss the specifics of how the body will be built before construction starts.
- b. A pre-paint inspection is also required before painting to ensure that the mounting and fabrications meet SASD specifications and requirements.
- c. A pre-delivery inspection will be performed by SASD just prior to the delivery of the vehicle/equipment for specification compliance.
- d. Travel, lodging and meals for up to two (2) designated SASD representatives will be furnished by the vendor if the location of the pre-paint and/or pre-delivery inspection should take place farther than a 150 mile radius from the SASD facility located at 10060 Goethe Road, Sacramento, Ca. 95827. The unit will be as complete as possible for the inspection.
- e. It will be the responsibility of the Dealer/Vendor to contact SASD for these inspections. Please contact the Fleet Manager at (916) 876-6203 when the vehicle/equipment is ready for inspections.

**II. TECHNICAL SPECIFICATIONS**

**20. CAPACITY:** Seven thousand (7,000) pounds G.V.W.R.



**21. DIMENSIONS:**

- a. Deck length: (Inside tailgate) Ten (10) feet minimum.
- b. Deck width: Seventy two (72) inches inside.
- c. Overall length: Approximately seventeen (17) feet.

- d. Approximately eighteen (18) inch non-skid approach plate.

**22. CONSTRUCTION:**

- a. Welded steel construction.
- b. Ramp will be integral to the bed at end of the floor and will angle to the ground at a knife edge.
- c. Floor and ramp will be diamond plate sufficient to withstand loads rated for the trailer throughout the life of the trailer without deforming.
- d. Eight (8) "D" rings on deck, four on each side at the junction of the side walls for equipment tie down.
- e. Deck, ramp and inside walls will be coated with Rhino Lining or Line Ex material to prevent slips when wet. Surface will be properly cleaned and prepped prior to the application of the material to assure permanent adhesion.
- f. Hydraulically operated, fully lowering bed. Bed will lower in a level manner completely to ground level.
- g. Full fenders covering wheels.
- h. Twenty four (24) inch fully enclosed sides.
- i. Full width, twenty four (24) inch high, right hand hinge swinging tailgate fitted for easy removal.
- j. In tongue lockable tool storage.
- k. Seven thousand (7,000) pound drop leg, side wind, tongue jack with sand foot.

**23. HYDRAULICS:**

- a. Hydraulics will be controlled with a single lever.
- b. Hydraulic system will be gravity down and power up.
- c. Control will be proportional in both directions.
- d. Pump will be powered by a twelve (12) volt deep cycle battery.
- e. Single acting hydraulic cylinder.

**24. AXLES & SUSPENSION:**

- a. Tandem axles.
- b. Spring type suspension.
- c. Note: Axles will not interfere with the full lowering of the trailer bed to the ground.

**25. WHEELS AND TIRES:**

- a. Four radial trailer tires rated at a minimum to accommodate GVWR of trailer.
- b. Four heavy-duty wheels rated to accommodate GVWR of trailer.

**26. BRAKES:**

- a. Electric with breakaway protection.
- b. Breakaway system will be powered by the deep cycle battery provided for the hydraulic pump.

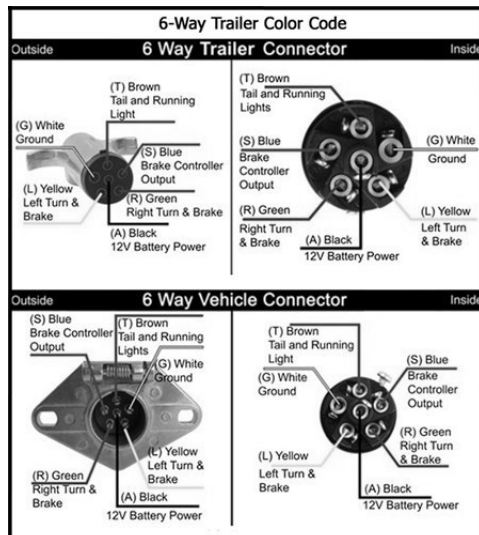
**27. HITCH:**

- a. Adjustable lunette eye hitch.

- b. Three eights (3/8) inch grade 70 safety chains.
- c. Chains may not be welded to tongue. Use a pin through chain connection to trailer or Grade 80 Hammer Lock links of equal or greater strength than safety chain. Each chain shall have ample strength to hold the entire GVWR of the trailer.
- d. Safety hooks will be three eights (3/8) inch minimum clevis locking latch type. For Examples refer to Cambell Chain Part #5748495 see <http://www.campbellchainandfittings.com/overhead-lifting/alloy-self-locking-hooks> or Crosby Group Grade 100 Sure-Loc Part # S-1317 1029018 see <http://www.thecrosbygroup.com/html/default.htm#/en-US/229> .

## 28. ELECTRICAL:

- a. All lighting will conform to California Vehicle Code, National Highway Traffic Safety Administration, Federal Motor Vehicle Safety Standards, California Bureau of Motor Carrier Safety and any other Federal, State or local legal requirements that may apply.
- b. Lights will be positioned or protected from damage incurred by mud flaps, backing into debris piles, etc.
- c. The following LED lights will be installed:
  - (1) **Taillights, turn signals & stoplights.**
  - (2) **Marker lights.**
  - (3) **Clearance lights.**
  - (4) **Identification lamps.**
  - (5) **License plate lamp.**
- d. A 12 volt deep cycle battery will be provided to power the hydraulic pump and the emergency brake break away circuit.
- e. The deep cycle battery will be charged through the center battery power connection.
- f. Trailer plug will be a six-pole Pollak #11-605 connector with cable guard or equivalent. (Plastic plug is unacceptable). See <http://products.pollakaftermarket.com/item/connectors/6-way-connectors-and-accessories/11-605> for information.
- g. Light connector cable will be black jacketed heavy duty, six (6) conductor trailer light cord with 12 gauge conductor for ground and battery power.



NOTE: Actual wiring colors may vary depending on manufacturer. Always verify circuits.

Trailer light plug wiring diagram

**29. REFLECTORS:**

- a. Reflectors will also be provided to meet State of California Vehicle Code.

**30. REGISTRATION CONTAINER & LICENSE PLATE:**

- a. Install a Truck-Lite document holder Part # 97960 on an even vertical surface in the front. See [http://www.truck-lite.com/webapp/wcs/stores/servlet/ProductDisplay?urlRequestType=Base&catalogId=10002&categoryId=13127&productId=50957&errorViewName=ProductDisplayErrorView&urlLangId=-1&langId=-1&top\\_category=&parent\\_category\\_rn=&storeId=10001](http://www.truck-lite.com/webapp/wcs/stores/servlet/ProductDisplay?urlRequestType=Base&catalogId=10002&categoryId=13127&productId=50957&errorViewName=ProductDisplayErrorView&urlLangId=-1&langId=-1&top_category=&parent_category_rn=&storeId=10001) for information.
- b. License plate will have a dedicated horizontal mounting position that is protected from damage.

**31. PAINT:**

- a. Trailer may be completely powder coated or painted.
- b. Color will be white.
- c. Complete underside and interior of toolboxes will be painted.
- d. Painting will use the following guidelines.
- e. **PRIMER** will be Sherwin Williams 2.1 VOC Direct to Metal High Solids Urethane Primer, #E2W817, E2W818 or E2W819. Two coats will be applied with a total dry thickness of 1.5 to 2.0 mil.
- f. **FINISH COAT** will be Sherwin Williams Genesis 3.5 Low VOC Acrylic Urethane, single stage. Two (2) to three (3) coats will be applied resulting in a finished dry thickness of 2.0 to 2.5 mil.
- g. **TOTAL FINISH THICKNESS** (primer and color) *will be 3.5 mil minimum.*
- h. Manufacturer’s procedures will be followed in the application of the primer and finish coats that will result in the validation of Sherwin Williams 6 year warranty.
- i. During the pre-delivery inspection a paint inspection may be conducted to determine preparation, coats of paint applied, total thickness and type of paint used, etc. This may

be accomplished by but not limited to on site testing or sending paint chips to laboratories for evaluation. Should it be determined that the paint has been applied improperly, the paint thickness or coats are insufficient, or a non-specified paint has been used then the bidder will correct the problem and will be responsible for any costs to SASD in determining the inconsistent process or materials with these specifications.

- j. The bidder will be responsible for the pre-mature failure of the paint due to incorrect preparation, application, mixing, or materials. Bidder will not be responsible for the failure of the specified paint due to manufacturer's defects.

**Evaluation and Award Matrix:** The evaluation team will consist of two departmental representative(s). Proposals will be evaluated in two phases, as follows:

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

1. Proper completion and submittal of required proposal documents.

Proposers 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. Proposals that score below 75 points will be disqualified.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Score</b>
<b><u>Competitive Price</u></b>	<b>25</b>	
<b><u>Specification Compliance</u></b>	<b>25</b>	
<b><u>Product Demonstration Performance</u></b>	<b>10</b>	
<b><u>Past Product Performance / Current user feedback</u></b>	<b>15</b>	
<b><u>Service and Parts Availability</u></b>	<b>15</b>	
<b><u>Delivery time to District / Warranty Coverage Period</u></b>	<b>10</b>	
<b>Total score</b>	<b>100</b>	



**PRICING**

**BIDDER NAME:** \_\_\_\_\_

State quantity and pricing for each item below, **FOB DESTINATION**. Calculate 7.75% Sacramento County sales tax for all taxable items. Freight charges (if applicable) must be identified separately.

**The District reserves the right to award on an individual item basis.**

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	5 ea	Hydraulic Lowered Deck Utility Trailers, equipped complete and meeting all requirements of Specification No. <b>567-110, 111, 112, 113 &amp; 114</b> and all terms and conditions of this RFP.	\$ _____	\$ _____
		Subtotal:		\$ _____
		7.75% Sales Tax:		\$ _____
		Nontaxable Freight Charges (if applicable):		\$ _____
		Other Nontaxable Charges Example: Tire Fees Total: Describe:		\$ _____
		Total Bid Price:		\$ _____

**Indicate your time of delivery as calendar days following receipt of an order:** \_\_\_\_\_

**Payment terms will be Net/30** \_\_\_\_\_

**3. GENERAL TERMS AND CONDITIONS**

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**3.1 COMPLIANCE WITH STANDARD TERMS & CONDITIONS**

You agree to be bound by our standard “boilerplate” conditions, a sample of which is attached to pages 25 – 28 of this RFP.

**3.2 INSURANCE**

The insurance provisions attached on pages 19 – 23 must be complied with by you if awarded the order. Proof of insurance must be provided to us prior to commencement of work under the contract.

## **DISTRICT INSURANCE REQUIREMENTS FOR VENDORS**

Without limiting VENDOR'S indemnification, VENDOR 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 VENDOR, 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 SASD Risk Manager, insurance provisions in these requirements do not provide adequate protection for SASD and for members of the public, SASD may require VENDOR 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**

VENDOR shall furnish SASD with certificates evidencing coverage required below. Copies of required endorsements must be attached to certificates provided. 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 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 VENDOR 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:** 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 SASD Risk Manager.

**AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

**WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance, if applicable.

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

**3. Minimum Limits of Insurance**

VENDOR 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:	\$1,000,000
Each Occurrence:	\$2,000,000

Automobile Liability:

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

Workers' Compensation: Statutory.

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

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

Any deductible 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 with a current A.M. Best's rating of no less than A-: VII. SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER 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 SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: The VENDOR shall maintain all insurance coverages and limits in place at all times and provide SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT with evidence of each policy's renewal within ten (10) days after its anniversary date. VENDOR is required by this Agreement to immediately notify SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT 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. VENDOR 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.

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

- a. 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 are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of VENDOR; products and completed operations of VENDOR; premises owned, occupied or used by VENDOR; or automobiles owned, leased, hired or borrowed by VENDOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to 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.
- b. PRIMARY INSURANCE: For any claims related to this agreement, VENDOR'S insurance coverage shall be endorsed to be primary insurance as respects 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. Any insurance or self-insurance maintained by 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 shall be excess of VENDOR'S insurance and shall not contribute with it.
- c. SEVERABILITY OF INTEREST: VENDOR'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.  
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 SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by VENDOR. Should VENDOR be self-insured for workers' compensation, VENDOR hereby agrees to waive its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers.

**9. Notification of Claim**

If any claim for damages is filed with VENDOR or if any lawsuit is instituted against VENDOR, that arise out of or are in any way connected with VENDOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might

reasonably affect SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT, VENDOR shall give prompt and timely notice thereof to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**INSURANCE COVERAGE STATEMENT**

**To Be Submitted with Proposal**

Proposer HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals No. 8344 Easement Cart Trailers. Should the Proposer be awarded a Purchase Order, proposer further certifies that the proposer can meet the specified requirements for insurance, including insurance coverage, and agrees to name the Sacramento Area Sewer District as Additional Insured for the purchase specified.

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Name of Proposer (Person, Firm, or Corporation)

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Signature of Proposer's Authorized Representative

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Name & Title of Authorized Representative

**ADDITIONAL BIDDER INFORMATION**

**Bidder Name** \_\_\_\_\_

**USER'S LIST**

Identify names, phone numbers, and addresses of customers in the Sacramento area using the bid products:

**WARRANTY / PRODUCT SUPPORT**

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



**SACRAMENTO AREA SEWER DISTRICT**  
**STANDARD TERMS AND CONDITIONS PROPOSALS / PROPOSALS / QUOTES**

**1. PREPARATION OF RESPONSE:**

- a. All information requested of the proposer must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- b. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- c. Corrections and/or modifications received after the specified closing time will not be accepted.
- d. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the District.
- e. Time of delivery may be a consideration in the award.
- f. Prices will be considered as net if no cash discount is shown.
- g. All responses must be signed by an authorized officer or employee of the responder.
- h. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- i. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
- j. If any information contained in the response is considered confidential or proprietary by proposer, it must be clearly labeled as such and presented in a sealed envelope within the proposer's response package.
- k. Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.

**2. BRAND NAMES:**

- a. Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must State the brand and number, or level of quality. The determination of the District Purchasing Manager as to what items are equal is final and conclusive.
- b. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified.

**3. SAMPLES:** Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

**4. AMERICANS WITH DISABILITIES ACT:** As a condition of submitting a response SASD, the proposer certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended.

**5. TAXES:**

- a. Do not include any sales, use, or federal excise taxes in your response.
- b. If your company is outside California and collects sales tax, please State the amount as a separate item if the District is to remit the tax.
- c. Items purchased for resale will show the District's resale permit number on the purchase order.
- d. Sacramento Area Sewer District are exempted from payment of Federal Excise Tax.
- e. No federal tax shall be included in price. Exemption certificates will be furnished when federal excise tax is exempted.

**6. LIABILITIES:** The proposer shall hold SASD, their 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 proposer because of the unauthorized use of such articles.

**7. CASH DISCOUNTS:** In connection with any cash discount specified on this response, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the District's Office, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the Sacramento Area Sewer District warrant or check.

**8. DEFAULT BY VENDOR:** In case of default by vendor, SASD may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to SASD. Prices paid by the District must be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the District Purchasing Manager.

**9. AWARDS:**

a. SASD reserves the right to: (1) award response's received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all response's, or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of the District. SASD decision shall be final.

b. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the District, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

**10. RIGHT TO AUDIT:** The District reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**11. ASSIGNMENT:** In submitting a response to a public purchasing body, the responder offers and agrees that if the response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the quote. Such assignment must be made and become effective at the time the purchasing body tenders final payment to the responder.

**12. APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 12, 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.

**13. SPECIAL CONDITIONS:** District standard terms and conditions must govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they will be

considered void. To the extent not otherwise Stated in the contract, the California Commercial Code shall apply.

**14. CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.

**15. TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.

**16. CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the District without written notice of acceptance thereof prior to shipment.

**17. 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.

**18. FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.

**19. INDEMNIFICATION:**

To the fullest extent permitted by law, VENDOR 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 (each an "Indemnified Party," and 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, expert fees, and reasonable attorney's fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of VENDOR, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of VENDOR, or for which VENDOR is legally liable under law except only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. VENDOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to VENDOR. VENDOR shall defend the Indemnified Parties with counsel reasonably acceptable to Indemnified Parties.

Notwithstanding the foregoing, the Indemnified Parties shall be entitled, on their own behalf, and at the expense of VENDOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should the Indemnified Parties elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its

right to subsequently request that VENDOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by VENDOR or VENDOR's subcontractors at any tier.

Nothing in this indemnity obligation 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 obligation shall survive the expiration or termination of the Agreement.

### SOLICITATION EXCEPTIONS

Please list all exceptions below referring to name of specific section and (where applicable) paragraph, subsection number, or other identifier. For each exception, please quote the statements(s) to which you are taking an exception, for reference during bid analysis. **Exceptions considered excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award.**

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FIRM NAME

Page #	Section # / Title	Exception

Sacramento Area Sewer District  
RFP No.8344 Easement Cart Trailers 567-110, 111, 112, 113, & 114

<b>SASD BIDDERS BASIC DATA SHEET</b> (Fill in all applicable items)		<b>BID NO.</b>	<b>ITEM NO.</b>
Make		Model	
Year			
GVWR	GCWR	Wheel Base	C/A
Engine Make & Model:		Displ.	# Cyl
Rated HP: Gross _____ Net _____		Torque: _____ @ _____ RPM	
Engine Fuel:	CARB Executive Order Attached? Yes ___ No ___		
Engine Model Year:	Evaporative or Engine Family Number:		
Fuel Tank Capacity:	DEF Tank Capacity:	MPG Rating(if applicable): _____ Hwy _____ City	
Engine Emission Category (LEV, ULEV, Tier III, etc)		Emission Cert Rating: NOx _____ PM _____	
Alternator Model	Output AMPS	Battery CCA (ea)	Total Batteries
Air Cleaner (Stage & type)		Oil Filter (Type)	
Trans: Make, mod and # of speeds			Overdrive Y__ N__
GAWR Front	Springs (Type)		
GAWR Rear	Springs (Type)		
Rear Axle Ratio:			
Wheels: Type	Rim Width	Size	
Tires: Size	Ply Rating	Type	
Brake Type (Drum, disc)	Brake System (air, hyd.)		
<b>Auxiliary Engine</b> Make & Model (if applicable)			Engine Model Year:
Aux Engine Family Number:		CARB Executive Order Attached? Yes _____ No _____	
Aux HP Rating:	Displ.	# Cyl.	Eng. Fuel:
<b>Body Manufacturer &amp; Installer:</b>			
<b>Body Components:</b> List make, model and capacity of attachments (crane, compressor, inverter, welder, etc.) and other pertinent information (use additional sheet if needed).			
<b>Warranty:</b> List warranty provided for bumper to bumper, engine and power train by months and miles.			
<b>By (print name):</b>			<b>Date:</b>
<b>Email:</b>			<b>Phone:</b>