

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

<p align="center">Sacramento Area Sewer District (SASD) & Sacramento Regional County Sanitation District (Regional San)</p>		Issue Date	November 4, 2019
		Proposal Number	RFP 8355
<p>C O N T R A C T O R</p>	<p>Return your proposal in an envelope, sealed and clearly marked on outside with proposal number and date shown below to:</p> <p align="center">Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758 Attn: RFP#8355</p> <p>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:</p> <p align="center">November 21, 2019</p>		
	For Additional Information Contact		
	ISSUING OFFICER:	Tamblynn Stewart	
	Phone	(916) 875-9014	
Delivery Requirement:			
<i>FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE</i>			
The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Request for Proposals:			
Firm Name	Terms of Sale NET 30		
Signature	F.O.B. Point: Destination		
Printed Name	Shipping Date _____ / ARO		
Federal Tax Identification Number:			
Date:	Telephone:		
E-Mail:	Fax:		

Mail and Print Services

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District and Sacramento Area Sewer District invite sealed proposals to provide printing and mail house services necessary for future communication purposes. The Districts are located in Sacramento County at 8521 Laguna Station Road, Elk Grove, 95758; and 10060 Goethe Road, Sacramento, CA 95827, respectively.

The Districts may issue one or more contracts at the Districts' discretion.

Estimate: \$85,000.00

Proposals will be received, publicly opened and declared aloud by District representatives at

**Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758 until 3:00 p.m. on November 21, 2019**

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 following:

**Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: RFP # 8355**

Detailed proposal request document RFP No. 8355 can be obtained by contacting Tamblynn Stewart at (916) 875-9014 or stewartt@sacsewer.com.

The Districts hereby notify 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 Districts reserve the right to reject any or all proposals and waive any irregularity in proposals received.

Key Action Dates

RFP Issue	Monday, November 4, 2019
Questions Due	Thursday, November 14, 2019
Proposal Due Date	Thursday, November 21, 2019
Proposal Evaluations Complete	Friday, December 13, 2019
Notice to Award	Wednesday, December 18, 2019
Insurance Certificate	Tuesday, December 31, 2019
Contract(s) Begins	Thursday, January 2, 2020

Required Proposal Response Pages

Completed Cover Page	Page 1
Cost Response	Page 15
Exceptions Response Page	Page 16
Work Samples	Page 17

1.0 INTRODUCTION

1.1 **INVITATION:** The Sacramento Area Sewer District and Sacramento Regional County Sanitation District invite Responses that offer to provide the services identified on the Cover Sheet (page 1).

1.2 **DEFINITIONS:** We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document:

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

Districts – Sacramento Area Sewer District or Sacramento Regional County Sanitation District

Regional San – Sacramento Regional County Sanitation District

SASD – Sacramento Area Sewer District

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

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

1.2.4 **Subcontractor:** A company that enters into a business relationship with the Contractor. The Contractor may seek to place employees of the Subcontractor for the services described in the RFP.

1.2.5 **Contractor's Employee:** All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

1.2.6 **Request For Proposal (RFP):** This entire document, including attachments.

1.2.7 **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 the Districts or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

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

1.4 **DEADLINE FOR PROPOSAL SUBMITTAL:** **November 21, 2019 by 3:00PM**

1.5 **RESPONSE AND RESPONSIBILITY:** We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically, by Section number, raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

- 1.6 SUBMISSION OF PROPOSALS:** Proposals should be prepared in such a way as to provide a 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, with one master Proposal and three copies.
- 1.7 COMPLETENESS:** Proposals shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.
- 1.8 FALSE/MISLEADING STATEMENTS:** Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the Districts, such information was intended to mislead the Districts in their evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.
- 1.9 PROPOSAL SIGNATURE** – The Proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the Districts. An unsigned Proposal shall be rejected.
- 1.10 AWARD:** The Districts will award to the contractor(s) who present the greatest value, in our view, to the Districts from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Districts to be in the best interest of the Districts. Thus, the result will not be determined by price alone.
- 1.11 PROPOSAL EXECUTION:** This RFP and the Contractor’s Response will be made part of any Contract(s) and will be incorporated in the Contract as set forth.
- 1.12 Protests:** After receipt of the District’s “Intent to Award” notice, any bidder who has questions or concerns should immediately contact the Issuing Officer for discussion. Any bidder who believes that they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of the District.

No protest received after 4 p.m. on the 3rd business day shall be accepted.

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

- 1.13 PRECEDENCE:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Respondent’s Response (as it may be clarified);
 - 3) the provisions of the RFP (as it may be supplemented).

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

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

Tamblynn Stewart
Sr. Contract Services Officer
Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9014
stewartt@sacsewer.com

2.0 CONFIDENTIALITY AND SECURITY

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

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

2.1 District Standards

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

2.2 Satisfactory Performance

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

2.3 Contractor's Employee Compensation

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

2.4 Independence of the Contractor

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

2.5 Conflict of Interest

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

2.6 Non-Discrimination

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

2.7 Rights to Contracted Products

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

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

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

2.8 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Sacramento Regional Sanitation District and Sacramento Area Sewer District, and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (individually 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 attorneys' 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 a reduction in value thereof, including the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of 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 Contractor is legally liable under law. Contractor understands and agrees that this indemnity obligation shall apply regardless of whether any loss, damage or cost arises from, whether in whole or in part, any acts or omissions, or any other negligence, concurrent or otherwise, on the part of any party indemnified hereunder, except only those 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 Contractor. Contractor shall defend Indemnified Parties with counsel reasonably acceptable to District. Notwithstanding the foregoing, District shall be entitled, on its own behalf, and at the expense of Contractor, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should District 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 Contractor 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 Contractor or Contractor'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.

2.9 Insurance Requirements for Contractor:

DISTRICT INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONTRACTOR shall furnish DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the provided certificates.** DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete, 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 DISTRICT Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

ERRORS AND OMISSIONS LIABILITY: Professional Liability covering the Contractors professional services.

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

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

3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate: \$2,000,000.

Automobile Liability:

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

Workers' Compensation: Statutory.

Errors and Omissions or Professional Liability: \$2,000,000 per claim and aggregate.

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 applies to any insurance required by this Agreement must be declared and approved by DISTRICT.

Other Insurance Provisions

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

All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages in place at all times and provide DISTRICT with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

5. 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 and their officers, directors, officials, employees, and volunteers are to be endorsed as additional insured 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 DISTRICTS and the COUNTY OF SACRAMENTO and their officers, directors, officials, employees, or volunteers.
- b. **PRIMARY INSURANCE:** For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects DISTRICTS and the COUNTY OF SACRAMENTO and their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by DISTRICTS and the County of Sacramento and their officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- c. **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.
- d. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

6. 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 and their officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento and their officers, directors, officials, employees, agents or volunteers.

7. 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 DISTRICT, CONTRACTOR shall give prompt and timely notice thereof to 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.

Products Comp/Op Aggregate: \$2,000,000.

Personal & Adv. Injury: \$1,000,000.

Each Occurrence: \$1,000,000.

Fire Damage: \$100,000.

2.10 Applicable Laws

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

2.11 Assignment and Sub-Contracting

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

2.12 Termination

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

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

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

2.13 Modifications/Extensions

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

2.14 Successors and Waivers

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

2.15 Benefits Waiver

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

Evaluation and Award: The evaluation team will consist of representatives from the Districts. Proposals will be evaluated in three (3) phases as follows:

Phase 1: In Phase 1, proposal will be examined as to whether or not the proposer understood and responded in accordance with the following requirements:

- 1) Proper completion and submittal of required proposal documents
- 2) Acceptability of exceptions taken to proposal terms and conditions
- 3) Experience requirement met or exceeded

The award of the proposal will be based on an assessment of selected rating criteria which will represent a capability/quality ranking. **The cost sheet(s) will be submitted in a separately sealed envelope and will not be opened until the qualifications rankings have been made.** Projected costs will be then evaluated with a final quality ranking. The following table identifies criteria used in the final determination for the selection of the first-step proposal ranking. If any criteria score fails to be above zero, the RFP will be automatically rejected. **Thus, the result will not be determined by price alone.** Price does matter, and we will be seeking the least costly outcome that meets our needs as we interpret them based upon both the qualitative and quantitative information provided in the proposal submittal to the Districts.

Phase 2: In Phase 2, proposals that were not disqualified in Phase 1 will be evaluated and scored using the table below:

Item	Rating Criteria	Possible Points	Points Given
1	Experience ¹	20	
2	Proximity to Facilities ²	10	
3	Schedule / Availability ³	20	
4	Capacity / Capabilities ⁴	10	
5	Mailhouse Capabilities ⁵	20	
6	Work Samples ⁶	20	
	Total	100	

1. Consider past performance on Districts' or other public agency projects.
2. Location of facility to conduct press checks, for example.
3. Consider the company's responsiveness to schedule and lead times of the customer.
4. Equipment list and printing capacity.
5. Abilities to provide database services, coordination, mail house and postal services.
6. Quality of three (3) work samples submitted in Exhibit D.

In Phase 3, those proposers with a score of less than 75 will be disqualified. Competitive pricing and financial stability will determine the successful proposer from all of those with a score of 75 or greater.

Exhibit A: Statement of Work

I. Background/Overview

The Sacramento Area Sewer District (SASD) provides sewage collection service to about 1.2 million people in the unincorporated areas of Sacramento County; the cities of Citrus Heights, Rancho Cordova, and Elk Grove; as well as portions of the cities of Folsom and Sacramento. SASD serves residential, commercial, and industrial customers.

The Sacramento Regional County Sanitation District (Regional San) provides wastewater conveyance and treatment services to about 1.4 million people in the unincorporated areas of Sacramento County; the cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, Sacramento, and West Sacramento; and the communities of Courtland and Walnut Grove. Regional San serves residential, commercial, and industrial customers.

Scope of Services

The purpose for this proposal is to award a three-year contract or contract(s) for printing services with the Districts with the option of extending the contract for two additional one-year terms, pending results of an annual performance review/assessment.

Anticipated annual printing costs can vary from year-to-year depending on Districts' needs but may range from \$40,000 to \$80,000.

Proofs: Proofs of all work requested shall be required prior to being printed.

The following is the scope and costs of services your response should include:

Cost of Services: Provide detailed costs for printing and mail house services as outlined in Exhibit B.

II. Contract Duration

Any contract resulting from this RFP shall be for a three-year period commencing with contract award. The Districts reserve the right to extend any resulting contract(s) for two additional one-year terms. Renewals for the fourth and fifth terms will be per mutual agreement between the Districts and the contractor.

III. Format and Content

In your response please provide the following:

- A. Costs for print jobs as listed in Exhibit B, and completion of Exhibits C and D.
- B. A brief summary of your company's background and organization.
- C. A statement of your company's capabilities, qualifications, and experience for performing the subject services.

- D. A summary of your company's experience in the printing industry. Briefly describe type of jobs you produce.
- E. A brief summary of the facilities and specialized printing, bindery, and mail house equipment available from your company that will support the District's objectives.
- F. A listing of any professional affiliations and accreditation held by your company.
- G. Please state any exceptions or deviations your company needs from the standard District insurance requirements or any other general or technical requirement identified in this proposal. All exceptions or deviations to this proposal shall be listed on Exhibit C Exception Responses, attached to this proposal. If no exception, variance, or deviations are listed it will be understood that the proposal meets all requirements as stated.
- H. Identify any actual, apparent, or potential conflicts of interest that my result from the performance of the proposed services. (Please indicate any current or recent associations with property owners, lessees, designers, investors, county employees or contractors that would be associated with this project.)
- I. Solicitation of subcontractors or other service providers and suppliers.
Substitution of any sub consultants, subcontractors, or other service providers and suppliers not identified in your proposal upon which the agreement is based, shall not be made without the written consent of the Districts.

Exhibit B: Cost Response

In this section please itemize the cost for printing services. It is understood that quoted paper types, and therefore costs, may vary from one vendor to another. This price will not be the sole selection criteria.

1) Provide cost to print and coordinate distribution of 400,000, 8.5" x 3.5" doubled-sided, full-color, full-bleed bill inserts on standard recycled paper. Bill inserts must be distributed to four different mail houses, located in Sacramento, CA, Gardena, CA, West Sacramento, CA, and Coppel, TX.	
Total:	\$
2) Provide printing and mail house fees for 400,000, 11"x17" (folded to 8.5" x 11" finished size) flat, full-color, full-bleed newsletters on standard recycled content paper (with a sprayed address and bar code); consolidation and de-duplication of four customer mailing databases; and dropping mail (can be in batches during a one-week period) at the Post Office for distribution. Mail must be dropped at a Sacramento area Post Office.	
Total:	\$
3) Printing 100,000, 8.5" x 14" tri-fold full-color, full-bleed brochures on medium weight brochure paper.	
Total:	\$

Exhibit D: Work Samples

Please document three (3) work samples in your response for our review. Examples should be similar in size to the printing examples requested on the Cost Response Page (page 15).

STANDARD TERMS AND CONDITIONS BIDS / PROPOSALS / QUOTES

1. PREPARATION OF RESPONSE:

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

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

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

5. TAXES:

- a. Do not include any sales, use, or federal excise taxes in your response.
- b. If your company is outside California and collects sales tax, please State the amount as a separate item if the Districts are 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 and Sacramento Regional County Sanitation 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 bidder shall hold the District, 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 the District or bidder 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 County of Sacramento warrant or check.

8. **DEFAULT BY VENDOR:** In case of default by vendor, the District 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 prices stated in the contract or purchase order and actual cost thereof to the District. 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. The District 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. The District 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 Districts reserve 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 quoter 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 contractor 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.