

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

Sacramento Regional County Sanitation District		Issue Date	September 30, 2020
		Bid Number	RFP #8380
C O N T R A C T O R		Return your Bid in envelope, sealed and clearly marked on outside with Bid number and date shown above to: Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758 Attn: RFP No. 8380 Proposal must be received and logged in prior to the date and time indicated. Bids will not be accepted after 3:00 P.M. on: October 15, 2020	
		For Additional Information Contact	
		BUYER:	Tamblynn Stewart
		PHONE:	916 875-9014
Delivery Requirement State Normal Delivery	Merchandise or Service for Delivery To: Sacramento Regional County Sanitation District Sacramento Area Sewer District		

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Request for Bid:

Firm Name	Date
Signature	Telephone:
Printed Name	E-Mail:
Federal Tax ID Number	Fax:

Handyman Services

For Handyman services to be rendered at Regional San - Sacramento Regional Wastewater Treatment Plant, 8521 Laguna Station Road, Elk Grove, CA 95758 and Nicolaus Dairy, Sims Ranch, and the Bufferlands, all located on Sacramento Regional Wastewater Treatment Plant property.

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San) invites sealed proposals from qualified Handyman Services firms to perform the duties as specified in this Request for Proposal. The work for these services will be performed at Regional San.

The Contractor shall have at least five years of business experience in providing handyman services to commercial and industrial facilities similar in size and scope to Regional San.

Any Proposer who wishes its proposal to be considered is responsible for making certain that its proposal is actually delivered to the aforementioned Purchasing Office. Proposals shall be addressed to:

Sacramento Regional County Sanitation District
Purchasing & Material Support
8521 Laguna Station Road,
Elk Grove, CA 95758,
ATTN: Tamblynn Stewart RFP#8380

Department of Industrial Relations (DIR) Compliance

- A. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- B. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- C. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

Regional San hereby notifies all respondents that it will affirmatively ensure 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.

Detailed RFP No. 8380 can be obtained at the following Regional San Opportunity webpage:

Regional San:
<http://www.regionalsan.com/business-opportunities>

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

KEY ACTION DATES

RFP Issuing Date:	September 30, 2020
Questions Deadline:	October 6, 2020
Proposal Due Date:	October 15, 2020
Proposal Evaluation Completion:	October 20, 2020
Intent to Award / Notification:	October 21, 2020
Submit Insurance and Bonds:	November 4, 2020
Contract(s) Begins:	TBD

INTRODUCTION

INVITATION: The Sacramento Regional County Sanitation District (Regional San) Purchasing & Materials Support invites Responses that offer to provide the goods and/or services identified on the Cover Sheet.

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 that refer to the Sacramento Regional County Sanitation District (Regional San), an organized public entity. They may also be used as pronouns for various subsets of the District's organization, including, as the context will indicate:

Sacramento Regional County Sanitation District (Regional San)
Sacramento Regional Wastewater Treatment Plant (SRWTP)
District: Sacramento Regional County Sanitation District (Regional San)

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

Supplier - A business entity that may provide the subject goods and/or services

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

Contractor - The Proposer whose Response to this RFP is found by Purchasing to best meet the needs of the District. The Contractor 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. 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’S 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 proposer that proposes the best value to the District.

CONTRACT EXECUTION: This RFP and the Contractor’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 4:00 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 District’s 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, question, and all other correspondence concerning this RFP is:

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

CONTRACTOR EXAMINATION OF THIS RFP/QUESTIONS: Contractor 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 contractors 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.

Contractors 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 straightforward, 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. Contractor 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 that contain false or misleading statements, or that provide references that 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.

SAFETY REQUIREMENTS: All services and merchandise must comply with current California State Division of Industrial Safety Orders and O.S.H.A.

TERMINATION: Any contract resulting from this request may be terminated by the District upon 30 days advance notice in writing.

CONTRACT TERM: Any contract resulting from this RFP shall be for a three-year period commencing with contract award. Regional San reserves the right to extend any resulting contract(s) for two additional one-year terms. Renewals for the second and third year will be per mutual agreement between Regional San and the contractors.

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.

PROPOSER RESPONSE: Interested proposers must complete and return the following pages/sections by the closing date and time shown on the cover page in order to be considered.

- Cover Page with authorized signature
- Insurance Coverage Statement
- Cost Response
- Vendor Questionnaire
- Subcontractors, if applicable
- Business References
- Exception to RFP
- Security Statement
- Two (2) copies of proposal and mark the original as the “Original” or “Master Copy”

Note: Regional San 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 on October 15, 2020. Refer to instructions on the cover page.

INDEPENDENT CONTRACTOR:

- a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of County. The District is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists due to this agreement.
- b. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of District as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- c. If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.
- d. It is further understood and agreed that as an independent contractor and not an employee of the District neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, nor to bind District to any obligation whatsoever.

- e. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

SAFETY: The District shall make every possible effort to accommodate the needs of the Contractor minus tools and equipment, consistent with safety and operational requirements, and in the interest of prompt completion of the work. Contractor shall comply with the requirements of the current District safety Manual, CAL OSHA, and Title 8 and 19 of the California Code of Regulations. In certain areas, the District safety requirements exceed California OSHA safety requirements and those safety requirements will be provided prior to the start of the work.

The Contractor shall submit their Workers Compensation Experience Modification Factor (EMF), and the previous year's Cal/OSHA Form 300A-Summary of Work Related Injuries and Illnesses.

FIDELITY BOND: The Contractor must be bonded against theft of personal property. Include a copy of bond endorsement effecting such coverage or provide a letter from surety stating that your firm is bondable for the limit required (\$50,000 per occurrence) if awarded the contract. Said bond must be furnished to the District within fourteen (14) days after notification of award.

CRIMINAL BACKGROUND CHECK: The Contractor shall conduct mandatory background checks on all staff assigned to Regional San. Drug screening\testing will be at their discretion.

EXCEPTIONS, VARIANCES, OR DEVIATIONS: All exceptions, variances, or deviations to this proposal shall be listed on the attached "Exception Response Page." If there are no exceptions, variances or deviations listed it will be understood that the proposal intends to meet all RFP requirements as listed.

SPECIAL PROVISIONS:

1. **Proposal response:** In order to be considered, interested proposers must complete and return the required pages by the closing date and time shown on the cover page (page 1).
2. **Contract period:** The District intends to award a contract for up to three (3) years. In order to promote efficiency and economy, the District reserves the right to extend the contract awarded for two (2) additional one-year periods. Such extension(s) will be at the option of the District, subject to same terms, conditions, favorable prices, and agreement between the vendor and the District.
3. **Scope of work:**
 - a. Contractor shall provide handyman services as specified herein for Regional San facilities, as specified in HANDYMAN SCOPES OF SERVICES below.
 - b. Contractor shall furnish all necessary labor, supervision, travel, equipment, materials, and supplies to perform the handyman service specified for this agreement.

- c. Contractor shall provide sufficient labor and supervision at all times to carry out the work satisfactorily, and shall ensure that only competent workers who are skilled in the type of work specified are employed. If the District determines that a person is incompetent or disorderly, the Contractor shall immediately remove such person from performing any further service under this agreement.
- d. Contractor shall keep a record of each employee working on this agreement and provide to the Contract Administrator, as follows:
 - Name
 - Work Classification
 - Biweekly hours worked
- e. Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications, regardless of employee absenteeism.
- f. Assigned personnel shall be able to speak, read, and understand the English language to the extent needed to perform handyman services satisfactorily and safely at an industrial plant environment. Assigned personnel shall be able to read and understand all warning and danger signs posted throughout Regional San of potential hazards and instructions to safety. The lead person or responsible member of the handyman crew shall also be able to communicate the English language in writing with the Regional San handyman representative regarding any incident or inquiry. Further, such person shall be at least 18 years of age and shall be able to telephone Regional San control center, law enforcement agencies and/or the alarm company in the event of a break-in or inadvertent activation of a burglar alarm system.
- g. Contractor shall notify the District of any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, graffiti, vandalism, and/or damage to building contents.
- h. The successful proposer and their employees will be responsible for adhering and conforming to all Regional San security procedures and policies. This will include observing and reporting any suspicious or unusual activity that threatens safety or security.
- i. Contractor shall only bill the District monthly in arrears for the satisfactory handyman service performed.

4. Equipment:

- a. The equipment used by the Contractor and methods used in the handling of the work will be such that a satisfactory quality of work will be maintained, and which will ensure compliance with the intent of this contract.
- b. In cases where particular types of equipment have been banned, or in cases where the District has condemned for use of any piece of equipment, the Contractor shall remove such equipment from the site of work. Failure to do so within a reasonable time may constitute a breach of contract.

5. Materials and supplies:

Only first-class standard brands of materials and supplies will be acceptable in the performance of this work. The District reserves the right to specify the type and quality of all materials and supplies to be used in the work.

6. Storage of equipment, materials, and supplies:

- a. The Contractor shall obtain prior approval from the designated District representative for any space or area required for storage of the Contractor's equipment, materials, and supplies.
- b. Equipment, materials, and supplies shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property.

7. Responsibility of contractor:

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

Interested proposers shall indicate in Vendor Questionnaire of the proposal response whether any portion of the work will be subcontracted.

- d. Contractor shall notify District of any irregularities noted during performance of services required, hereunder including, but not limited to, defective plumbing or electrical fixtures, fluorescent tubes, general breakages or site problems, doors left unlocked, vandalism, lights left on, shortages of light bulbs or other supplies, damage to the building, and graffiti.

8. Health and safety:

- a. Contractor shall provide injury and illness prevention training to employees;
- b. Contractor shall plan and conduct work in a manner that will safeguard all persons from injury and shall take all precautions as required by Cal-OSHA and General Industrial Safety Orders for health and safety.
- c. Before starting any part of the work for Regional San, contractor's assigned personnel must first attend a safety training session presented by Regional San staff for specific areas of the plant

where hazardous chemicals are stored. When necessary, Regional San may expect the attendance of the handyman contractors to other safety training sessions at no additional expense to Regional San. Regional San may stop any person who has not attended a required safety training session from further performing on the contract. In addition, Regional San may stop any person who has not adhered to Regional San safety requirements from further performing on the contract.

9. Regulations and Conduct of Work:

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules, and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

10. Supervision:

The Contractor shall provide a competent superintendent or lead worker during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names and contact numbers of all such superintendents to the District Landscape Inspector prior to the commencement of this contract and further, advise of any changes. Superintendents must be reachable in the field by the District Facility Manager and able to communicate effectively with the District Facility Manager.

11. Codes and Legal Requirements:

- a. All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- b. Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- c. When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

12. Payroll Records:

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

13. Withholding of Payment:

The District Facility Manager or representative will report in writing to the Contractor any work deemed as not meeting requirements of the specifications. If the Contractor does not respond to deficiencies within 7 days of the written notification, the District will either withhold monthly payments or percentages thereof or have the work completed by and another means deduct the cost of the work from the Contractors payments.

14. Failure to Perform:

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the District Facility Manager or representative will specify the reasons verbally and in writing. Failure by the Contractor to correct any unsatisfactory deficiencies within one week of notification will result in withholding of payment. Failure by the Contractor to correct any unsatisfactory deficiencies within ten (10) days will result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. **Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.**

In the event of termination, the District shall be liable only for payment of those services performed and accepted by the District prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

GENERAL TERMS AND CONDITIONS

Valid Offer: Proposals received are an irrevocable offer and shall be valid for ninety (90) days following the closing date for receipt of proposals.

Changes to Proposal: The District retains the right to negotiate changes in a proposal by any offer or, and/or to reject any or all proposals if none of the submittals are responsive to the District's needs.

Public Record: All proposals become the property of the District. Accepted proposals and subsequent award(s) become public records. Proprietary information must be clearly marked as such. Pricing and service elements of the successful proposal will not be considered proprietary information.

Terms of Sale: A minimum of "Net 30 days" will be required for this RFP/award.

Health and Safety: Contractor shall plan and conduct work in a manner that will safeguard all persons from injury and shall take all precautions as required by California Department of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

Hazardous Materials: All materials subject to the requirements of the State of California, Code of Regulations, Title 8, Article 110, Section 5194 must be identified.

Safety Data Sheet (SDS): SDS shall accompany delivery of hazardous materials as required by law.

Non-Assignment: This Agreement is not assignable by Contractor in whole or in part, without the prior written consent of the District.

Contractor Not an Agent: Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this agreement to bind District to any obligation whatsoever.

Compliance with All Laws: Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed with the state of California and construed with and governed by the laws of the state of California.

Confidential Information: All information and processes made available to Contractor by the District shall be kept confidential.

Ownership of Work Product: All technical data, evaluations, plans, specifications, reports, documents, or other work products of Contractor provided under this Agreement shall become the property of the District and shall be delivered to the District upon completion of services. Contractor may retain copies thereof for its files and internal use. Contractor shall obtain prior written approval from the District before publishing any data or information derived directly from the contracted work under this Agreement. The District recognizes that all technical data, evaluations,

plans, specifications, reports, and other work products are instruments of Contractor's services and are not designed for use other than what is intended by this Agreement.

Work on District Premises: Except for those risks inherent in the contracted work, District agrees to provide Contractor and its employees a safe working environment for any work that must be undertaken on premises owned or leased by District. While Contractor's employees are on District's premises, Contractor shall maintain strict work discipline and affect its work in compliance with governmental laws and occupational health and safety regulations.

Standards of Conduct: Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. Contractor and staff shall always be courteous, cooperative and professional toward District representatives and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of the District.

Public Safety: The Contractor shall erect such warning and directional signs as may be necessary for public safety.

Correspondence: Contractor or his/her designated officer shall respond to all inquiries and complaints expeditiously and in a professional manner. Correspondence shall be made on the Contractor's official stationary. The Contract Officer shall receive a copy of all correspondence.

Permits: Contractor represents and warrants to the District that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to operate a handyman business and to contract for handyman services. Contractor represents and warrants to the District that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor to operate a handyman business and to contract for handyman services.

A County of Sacramento Business License is required of any person who transacts or conducts any business, trade, profession, calling or occupation in the County of Sacramento.

Contractor shall submit a copy of its current, County of Sacramento business license, receipt or other evidence showing payment.

Issuance of Keys: Keys to work areas, if required, must be obtained from the facility site supervisor. Receipt of keys shall be signed for by the Contractor or authorized representative. Upon completion of work, all keys shall be returned to the facility site supervisor. If Contractor fails to return all keys issued or loses any keys during the contract term, Contractor may be liable for the total cost of labor and materials to re-key all areas accessible with lost keys.

Timely Reporting of Incidents: The Contractor shall immediately report any on-the-job incident to the District representative. At the earliest available time following the incident, the Contractor shall prepare and submit a written report to the District representative, fully documenting the incident.

Protection of Existing Facilities and Plant Material: Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages, to public or private property, caused

by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the District Facility Manager, repair is not possible, the damaged property, facilities or plant material will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor, and the Contractor and/or the Contractor's surety shall fully reimburse the District for all expenses, including the cost of labor.

Right to Terminate: Either party may terminate this agreement, without cause, by notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least thirty (30) calendar days after receipt of notice by the non-terminating party. Notwithstanding, the Contractor shall remain obligated to perform services pursuant to this agreement and the Districts shall remain obligated to pay compensation for services performed prior to the effective date of such termination.

Changes in Work: Should the District, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make void the agreement, but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of the parties.

Non-Appropriation: Most District operations are subjected to annual appropriation by the Board of Directors. Should the Board fail to pass appropriate funding to the department to continue this program, this agreement may be terminated when existing funds are exhausted.

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

Subcontracting: The performance of the work may not be subcontracted except upon consent of the District; and, no such subcontracting will be permitted if it would relieve the original Contractor or his surety of their responsibilities under the agreement.

Non-Recognition of Subcontractors: No subcontractor will be recognized as such, and all persons engaged in the work under the blanket order will be considered as employees of the Contractor, and their work shall be subject to all provisions of the blanket order. The District and its representatives will deal only with the Contractor, who shall be responsible for the proper execution of the work.

Dismissal of Unsatisfactory Employees: If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District representative, or is, in the opinion of the District representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the District representative.

Liability of District Officials: Neither the District, nor its officers, employees, agents, nor representatives, nor any of them shall be responsible for any liability arising in the performance of the contract. For instance, the Contractor

may elect to store his/her equipment, materials, and supplies at the job site (upon obtaining permission), but does so at his/her own risk.

Background Check: Contractor shall conduct mandatory background checks on all staff assigned to Regional San. Drug screening\testing will be at their discretion.

Clarification, Exception or Deviation: Each proposer may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your proposal response. If there are no clarifications, exceptions or deviations indicated, it will be considered that none exist.

In writing: Oral communications with District employees about this Request for Proposal shall not be binding on the District, and shall not excuse the Contractor from any obligation set forth herein. No modification or amendment to this Request for Proposal shall be valid unless it is set forth in writing, via a signed addendum or amendment from the Purchasing Manager.

Integration: This contract constitutes the entire contract between the District and the Contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between the District and the Contractor regarding the subject matter of this contract are hereby-terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing and is signed by the parties hereto.

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
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. All responses must be signed by an authorized officer or employee of the responder.
- e. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- f. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
- g. If any information contained in the response is considered confidential or proprietary by bidder, it must be clearly labeled as such and presented in a sealed envelope within the bidder's response package.

2. AMERICANS WITH DISABILITIES ACT: As a condition of submitting a response to Sacramento Regional County Sanitation District (Regional San) and Sacramento Area Sanitation District (SASD), the bidder certifies that its business entity is in compliance with the “Americans with Disabilities Act” of 1990, as amended.

3. 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 Regional County Sanitation District is 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.

4. LIABILITIES: The bidder shall hold Regional San, 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 Regional San or bidder because of the unauthorized use of such articles.

5. DEFAULT BY VENDOR: In case of default by vendor, Regional San 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 Regional San. 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.

6. AWARDS:

a. Regional San 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 Districts. Regional San's 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. **FORCE MAJEURE:** CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

16. **PREVAILING WAGE:** Contractor shall not pay less than the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. Refer to <http://www.dir.ca.gov/dlsr/pwd/>

REGULATIONS AND CONDUCT OF WORK:

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules, and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

SUPERVISION:

The Contractor shall provide a competent superintendent or lead worker during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names and contact numbers of all such superintendents to the District Landscape Inspector prior to the commencement of this contract and further, advise of any changes. Superintendents must be reachable in the field by the District Facility Manager and able to communicate effectively with the District Facility Manager.

CODES AND LEGAL REQUIREMENTS:

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

PAYROLL RECORDS:

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California

Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

WITHHOLDING OF PAYMENT:

The District Facility Manager or representative will report in writing to the Contractor any work deemed as not meeting requirements of the specifications. If the Contractor does not respond to deficiencies within 7 days of the written notification, the District will either withhold monthly payments or percentages thereof or have the work completed by and another means deduct the cost of the work from the Contractors payments.

FAILURE TO PERFORM:

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the District Facility Manager or representative will specify the reasons verbally and in writing. Failure by the Contractor to correct any unsatisfactory deficiencies within one week of notification will result in withholding of payment. Failure by the Contractor to correct any unsatisfactory deficiencies within ten (10) days will result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. **Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.**

In the event of termination, the District shall be liable only for payment of those services performed and accepted by the District prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

SCERS POST RETIREMENT EMPLOYMENT POLICY

- A. Any employee of, or contractor retained by, CONTRACTOR who is retired from Sacramento County service is subject to SCERS Post Retirement Employment Policy and must adhere to limitations on post-retirement service, including a 180-day waiting period before working for the County or REGIONAL SAN/SASD and a 960-hour per calendar year cap when working for the County or REGIONAL SAN/SASD.
- B. Upon execution of this Agreement, CONTRACTOR shall report to REGIONAL SAN/SASD in writing, the names of current and future employees who will provide services under this Agreement, that are retired from Sacramento County employment.
- C. CONTRACTOR must report to REGIONAL SAN/SASD in writing on a semi-annual basis (January 5th and July 5th of each calendar year), the names of employees retired from Sacramento County employment providing services under this Agreement, and hours those employees have worked during the applicable reporting period. CONTRACTOR shall submit reports to SDASCERSReporting@sacsewer.com.
- D. CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

HANDYMAN SCOPE OF SERVICES

The scope of services will include general handyman services and site cleanup services for the Sacramento Regional Wastewater Treatment Plant, the surrounding Bufferlands, Nicolaus Dairy, and Sims Ranch.

1. WORK LOCATIONS

a. Sacramento Regional Wastewater Treatment Plant (SRWTP)

Regional San owns and operates the SRWTP, which safely treats and discharges to the Sacramento River approximately 130 million gallons of wastewater each day.

b. Bufferlands

This is Regional San's open land and riparian habitat surrounding the SRWTP.

c. Nicolaus Dairy

This historic dairy property is located on the Bufferlands property.

d. Sims Ranch

This historic ranch is located on the Bufferlands property.

2. SCOPE OF SERVICES

The work will primarily be handyman services and may also include light carpentry; minor plumbing; possible electrical; flooring, carpet and linoleum removal and/or installation; fence, minor roof, and gutter repair; graffiti removal; painting; site cleanup; weed abatement; trash abatement; sign installation; and other general handyman type work as needed. For graffiti, remove as much as possible and reinstate to the original color of the material.

3. FREQUENCY OF SERVICES

Services are "on-call" and frequency is based on the work needed.

4. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances necessary for performing and completing the work requested.

5. COST ESTIMATES AND BILLING

Contractor will in most cases visit specific work sites for the purpose of providing cost estimates for individual jobs. Contractor will provide Regional San with a written (emailed) estimate for the work. The estimate will include the cost of labor, materials, or special equipment rentals that are necessary to do the work. Estimates need not include the cost of disposal at a County or private transfer station, or, at the Keifer

Landfill, as these are variable and reimbursable. Once Regional San confirms acceptance of the estimate, the Contractor can proceed to do the work.

6. COMMUNICATIONS BETWEEN REGIONAL SAN AND CONTRACTOR

It is the intent that all contractual communications be conducted by emails and/or phone calls, with email being the preferred means of record-keeping.

7. MONTHLY INVOICE

The contractor will submit an invoice for all work performed. The invoice will include before and after photos from each work site as well as a copy of each disposal receipt that indicates time, date, and location. All disposal costs will be fully reimbursed. Submit monthly invoices to Regional San at SRCSDfiscal@sacsewer.com.

8. CONTACTS

Regional San – SRWTP

8521 Laguna Station Road, Elk Grove, Ca. 95758-9550

Main desk: (916) 875-9000

Work assignments and cost estimates

Bernie Creelman at (916) 876-6071 (office) creelmanb@sacsewer.com

Mark Massello at (916) 875-9269 (office) massellom@sacsewer.com

9. WORK HOURS

Normal work is to occur between approximately from 7 a.m. to 4 p.m., Monday to Friday.

EVALUATION AND AWARD:

The evaluation team will consist of representatives from Regional San. Proposers will be evaluated in three phases, as follows:

PHASE 1: In Phase 1, proposals will be examined as to whether or not the proposers 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.

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.

Evaluation Criteria	Maximum Points	Score
Qualification <ul style="list-style-type: none"> · Experience—types of work done (industrial, commercial, residential) and contracts held · References <ul style="list-style-type: none"> · Quality of work · Work completed on schedule · Quote adhered to · Reliability/dependability 	30	
Capacity/Capabilities <ul style="list-style-type: none"> · Skills · Knowledge · Accreditations/Industry affiliations · Licenses 	50	
Cost <ul style="list-style-type: none"> · Price/hour · Mark-ups 	20	
	Total score = 100	

PHASE 3: In Phase 3, those proposers with a score of less than 70 will be disqualified. If there is no candidate that stands out above the others, interviews will be conducted to award the contract.

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 are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

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

3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

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

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

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.

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

4. Deductibles and Self-Insured Retention

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

5. Other Insurance Provisions

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

6. All Policies:

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

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 and their respective Boards, officers, directors, officials, employees, and volunteers, (each an “Additional Insured Party,” and collectively “Additional Insured Parties”), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties. Applicable to General Liability, Auto Liability, and Pollution Liability Policies.

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

8. Workers’ Compensation:

WORKERS’ COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Additional Insured Parties, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the Additional Insured Parties.

9. Property:

PROPERTY AND INLAND MARINE WAIVER OF SUBROGATION: Any Property or Inland Marine insurance policies (such as are used to insure contractors’ equipment) maintained by CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the Additional Insured Parties.

10. Notification of Claim:

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

The Proposer shall agree to the following express indemnity:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless District and the County of Sacramento, their respective 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 County. 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.

INSURANCE COVERAGE

To Be Submitted with Proposal

Proposer HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 8380 Handyman Services. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

COST RESPONSE PAGE

Cost Response Page: Labor Rates

1.1	Handyman:		
	Straight Time Rate:	\$	/hour
	Overtime Rate:	\$	/hour
	Weekend Work:	\$	/hour
1.2	Special Services:		
	Purchasing Material (include 5% mark-up for travel)	\$	/hour

VENDOR QUESTIONNAIRE

GENERAL: Respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements are not considered a direct reply to the information requested and will not be accepted as such. A qualifying proposal must address all items. Incomplete proposals may be rejected.

Format: Your response to this *Vendor Questionnaire* shall be organized and submitted in the format prescribed below in order to facilitate the comparison of proposals. For example, if you are replying to 1.f., indicate 1.f. next to that reply, etc.

1. **Company Profile:** Your company profile shall include the following information:
 - a. Name, company owner, and founding date (month and year)
 - b. Number of clients – Include the number of contracts supported during the past 12 months in the region or state.
 - c. Identify the number of employees and their status (permanent, part-time, full-time) in your organization.
 - d. Identify the contract manager, if different than owner, and include their e-mail address, telephone, fax, and cellular numbers.
 - e. Identify the names and telephone number of person(s) the District may need to contact in case of an emergency after hours, on weekends or holidays if different from above.
 - f. Explain your company's hiring and employment practices and procedures. Include a summary of training and Injury & Illness Prevention Programs.
2. **Skills and capabilities:** Describe the range of services (electrical, plumbing, wiring, flooring, etc.) the company provides and employees' levels of expertise.
3. **Business License:** Include a copy of your firm's current business license(s) with your proposal submittal. If subcontractors are used, include a copy of the subcontractor's licenses.
4. **Industry Affiliations and Accreditation:** List your firm's professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your submittal.
5. **Certificate of Insurance:** Contractor must have insurance meeting the minimum insurance requirements set forth herein (see *Insurance Requirements for Contractors*). Please sign, date and return the attached Proposer Statement Regarding Insurance Coverage. Actual certificate of insurance and a separate endorsement naming the District as additional insured must be furnished to the Issuing Officer within fourteen (14) days after notification of award.

SUBCONTRACTORS (if applicable)

R-1 \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			

R-2 \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			

R-3 \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			

Business References

Provide below or on a separate sheet, a minimum of three major clients to which your company provides handyman services, and list complete information as requested. Exclude Regional San and SASD.

R-1

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

R-2

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

R-3

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

R-4

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

Security Statement

**Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758-9550**

Subject: Use of Confidential Regional San Information

Our company will respect and maintain strict confidentiality in the use of all data that our company employees may gain access to for the purpose of preparing a response to RFP#8380 and for the performance of any subsequent contract. Information obtained from the Regional San will be used only by authorized company employees and for only those purposes for which Regional San provide the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning all documents supplied along with all records of information derived there from, to Regional San promptly after use.

Sincerely,

Date

Signature Block for Company Representative