

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

Sacramento Regional County Sanitation District (Regional San)		Issue Date	July 27, 2022
		Proposal Number	RFP 8425
C O N T R A C T O R	Return your proposal in an envelope, sealed and clearly marked on outside with proposal number and date shown below to:		
	Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758 ATTN: RFP 8425		
	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:		
	August 18, 2022		
For Additional Information Contact			
		ISSUING OFFICER:	Tamblynn Stewart
		Phone	(916) 875-9014
Delivery Requirement: As Required		Merchandise or Service for Delivery To: Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758	

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

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

Firm Name	Terms of Sale NET 30
Signature	F.O.B. Point:
Printed Name	Shipping Date _____ / ARO
Federal Tax Identification Number:	
Date:	Telephone:
E-Mail:	Fax:

Temporary Engineering Staff Augmentation Services

SERVICES TITLE:
Temporary Engineering Staff Augmentation Services

This Request for Proposal (RFP) is to establish annual contract(s) to provide Temporary Engineering Staff Augmentation Services to the Sacramento Regional County Sanitation District (Regional San), 8521 Laguna Station Road, Elk Grove, CA 95758.

In accordance with the attached specifications, terms and conditions. These proposals are contingent based upon the need to have staff augmentation for Regional San.

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT Sacramento Regional County Sanitation District (Regional San) invites sealed proposals for Temporary Engineering Staff Augmentation Services. Proposals will be received at the: Sacramento Regional County Sanitation District, 8521 Laguna Station Road, Elk Grove, CA 95758 until:

August 18, 2022 by 3:00PM (P.S.T.)

Proposals are to be publicly received and identified aloud by Regional San representatives.

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

Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: RFP 8425

Detailed proposal request document **RFP 8425** can be obtained by contacting the Issuing Officer, Tamblynn Stewart at (916) 875-9014 or stewartt@sacsewer.com

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

KEY ACTION DATES:

RFP Issued: July 27, 2022

Question Deadline: August 5, 2022

Proposal Due Date: August 18, 2022 by 3:00PM (P.S.T.)

Notice of Intent to Award: August 25, 2022

Contract(s) Award: September 1, 2022

Insurance: September 8, 2022

PROPOSAL RESPONSE:

In order to be considered, interested Respondents must complete and return the following pages.

- Cover page (page 1) – Complete, Signed and Dated
- Attachment A – Vendor Questionnaire and copy of requested documents
- Attachment B – Exception Sheet
- Attachment C – Security Statement
- Attachment D - Regarding Insurance Coverage
- Attachment E – Customer References
- Attachment F – Contractor’s Price Sheet
- Attachment G – Noncollusion Declaration Form

PROTESTS:

After receipt of Regional San’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 Regional San. 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 District holiday the deadline will be extended by the number of holidays occurring during the 3 business day protest response period.

1. INTRODUCTION

1.1 Invitations - The Sacramento Regional County Sanitation District invites Responses which offer to provide the services identified on the Cover Sheet.

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

1.2.1 We/Us/Our are terms which refer to the Sacramento Regional County Sanitation District, a public entity. They may also be used as pronouns for various subsets of the District organization, including, as the context will indicate:

Regional San – Sacramento Regional County Sanitation District

District – Sacramento Regional County Sanitation 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. For instance, “you” as a Contractor will have different obligations than “you” as a Respondent or Supplier will have:

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

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

Contractor - The Respondent(s) who’s Response to this RFP is evaluated as meeting the needs of Regional San. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in the RFP.

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

District –Regional San is commonly referred in this document as “District”.

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

1.2.3 Request For Proposal (RFP) - This entire document, including attachments.

1.2.4 Response - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on Regional San 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 in Item 1.7. Answers citing the question, but not identifying the supplier, will be distributed simultaneously to all known prospective Respondents via email. Oral answers provided by Regional San or its agents shall not be binding.
- 1.3.1 Respondent Responsibility** - We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a Contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically, by Section number, raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
- 1.3.1.1 Submission of Proposals** – Proposals should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content. **One master Proposal and two (2) copies** shall be submitted to the issuing officer.
- 1.3.1.2 Completeness** – Proposals shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.
- 1.3.1.3 False / Misleading Statements** - Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the 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.
- 1.3.1.4 Proposal Signature** – The Proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. **An unsigned Proposal shall be rejected.**
- 1.4 Award** - Regional San will award to the Contractor(s) who present the greatest value, in our view, to Regional San from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed to be in the best interest of Regional San. Thus, the result will not be determined by price alone.
- 1.5 Contract Execution** - This RFP and the Contractor’s Response will be made part of any Contract(s) and will be incorporated in the Contract as set forth.
- 1.5.1 Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Respondent’s Response (as it may be clarified);
 - 3) the provisions of the RFP (as it may be supplemented)

- 1.6 Contract Period** - Any contract resulting from this RFP shall be for 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 four and fifth year will be per mutual agreement between Regional San and the Contractor.
- 1.7 Issuing Officer** – The issuing officer’s email and phone number to send questions, and all other correspondence concerning the RFP is:

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

1.8 Special Provisions

- 1.8.1 Experience:** The Contractor shall have at least five years of experience providing engineering services to commercial firms and governmental agencies.
- 1.8.2 Security:** The successful Respondent 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 at Regional San.
- 1.8.3 Billing:** Contractor shall only bill Regional San monthly in arrears for the satisfactory temporary engineering services performed. Should the contract’s billing cycle be more frequent than that, it is understood that Regional San will only pay on a monthly cycle.

2. PRIMARY SPECIFICATIONS

2.1 Introduction:

This RFP is issued to establish contracts for temporary engineering staff augmentation services as described in the job specifications detail in section 2.2.

2.2 Job Specifications for Regional San (to be priced in Attachment F)

2.2.1 Primary Specifications

The following types of engineering staff are needed to perform the services requested in this RFP. Experience in sanitation engineering (wastewater treatment), regulatory compliance, process control and optimization, construction coordination, and engineering design is desired. Multiple vendors might be awarded for each contract. The resume/rate submitted must be for a candidate placed performing the duties described.

Regional San recognizes that during the life of these contracts, new projects or programs will emerge and Contractors with specific skills will be needed. Contractors will be polled when there is a need for these types of specific skills. The exact skill set needed will be further defined at the time the request for resumes is issued.

General requirements for all candidates submitted for interviews

- Perform mathematical computations and estimates.
- Simultaneously handle several tasks and continue to reestablish priorities.
- Communicate clearly and concisely with others, orally and in writing.
- Ability to establish and maintain effective team relationship with all internal and external customers.
- Able to operate a computer for up to 8 hours a day.
- Occasionally walk on uneven terrain at construction sites, etc.
- Ability to adapt to changing technologies and learn functionality of new equipment and systems.
- Contractor's employee may be required to pass a security/background check prior to providing any services to Regional San.
- Contractor's employee must maintain a valid California Driver License
- Contractor's employee may be required to pass a drug test.
- May be required to work in excess of 40 hours a week and/or work irregular hours, particularly during emergency situations.

CATEGORIES

Each category may include a trainee (Assistant Engineer) and a journey (Associate Engineer) class. The journey class differs from the trainee class by the complexity and responsibility in assignments. In addition, the journey class requires registration as a Professional Engineer and may include the direct or indirect supervision of trainee class engineers and/or other technical personnel. The Environmental Specialist class only has one category.

2.2.1.1 Assistant Civil Engineer

Incumbents are responsible for a variety of civil engineering work in connection with the design, surveying, testing of materials and construction of Regional San projects. Regional San projects include, but are not limited to drainage, water and wastewater collection, distribution and treatment; new building construction and remodels; and other structures and projects.

Duties may include, but are not limited to, the following:

- Provides technical direction or may act as lead worker to subordinate engineering and paraprofessional engineering personnel.
- Performs drafting, computing, and checking of field operations as related to the layout and construction of water and wastewater treatment, drainage, and water systems and structures, buildings, curbs, gutters, and other public utilities.
- Assists in the design of Regional San projects by preparing plans, profiles, cross sections, and making quantity estimates.
- Acts as resident engineer for projects under contract such as roads, sanitary, drainage, and water systems, buildings, and other structures.
- Writes engineering specifications for proposed projects.
- Makes estimates for projects planned or under construction.

- Prepares reports regarding such projects planned or under construction.
- Performs inspection, sampling, and tests of all types of construction materials, either as constructed or proposed for use, and reports findings.
- Reviews laws and regulations pertaining to various Regional San regulatory programs.

Ability to:

- Make accurate computations and neat and accurate field notes.
- Prepare technical reports and correspondence.
- Maintain effective working relationships with superiors, subordinates, and the general public.

The following knowledge and/or experience may be required:

- Principles of physics and mathematics used in civil engineering and their application to engineering problems.
- Topographic and construction surveying, stress analysis, mechanics and properties of materials.
- Common methods and equipment in engineering construction and of inspection methods used in reviewing such work.
- Budget preparation.
- Real property descriptions.
- Hydraulics and pumps.
- Civil engineering design and drafting methods and equipment.
- Principles of sanitary engineering.
- Laws and regulations relating to wastewater treatment, collection, distribution and quality control requirements.
- Bacteriological, biological, physical, and other quality control processes involved in the treatment of wastewater.

2.2.1.2 Assistant Electrical Engineer

Incumbents are responsible for a variety of professional electrical engineering work in connection with the design, construction and inspection of electrical facilities and installations, including instrumentation and control systems.

Duties may include, but are not limited to, the following:

- Implements procedures for performance testing of electrical equipment and witnesses tests.
- Prepares designs, specifications, and cost estimates.
- Maintains and updates power distribution models for Regional San facilities.
- Performs or oversees electrical power coordination studies and short circuit and Arc Flash analyses.
- Prepares technical correspondence and reports.
- Checks plans and specifications for conformance with building costs and ordinances.
- Does field inspections on electrical equipment used for Regional San projects.
- Reviews electrical installations to determine needs for improvements or repairs and to determine maintenance levels and schedules.
- Meets with other departments and agencies involved in construction projects during the planning, design, or construction phase to determine needs, review design elements, and discuss electrical construction issues.
- Tests electrical installations and equipment and prepares reports on the findings.
- May lead subordinate technical staff in the field or office.

Ability to:

- Design electrical, instrumentation, and control system facilities and installations.
- Review plans and specifications.
- Estimate costs and perform cost analysis.
- Write technical reports and correspondence.
- Inspect electrical installations and equipment.
- Maintain effective working relationships with fellow workers and the public.
- Assign and direct work of others .

The following knowledge and/or experience may be required:

- Principles and practices of electrical engineering as applied to design, construction, inspection, operation, maintenance, repair and improvement of Regional San installations such as water supply systems, wastewater treatment plants, pumping stations, public buildings.
- Computerized control systems and instrumentation.
- Applicable building codes and safety regulations.

2.2.1.3 Assistant Mechanical Engineer

Positions perform a variety of professional mechanical engineering work in connection with the design, construction and inspection of mechanical facilities and installations.

Duties may include, but are not limited to, the following:

- Prepares procedures for performance testing of mechanical equipment and witnesses tests.
- Prepares designs, specifications and cost estimates.
- Prepares technical correspondence and reports.
- Checks plans and specifications for conformance with building codes and ordinances.
- Does field inspection on mechanical equipment on Regional San projects.
- Reviews mechanical installations to determine needs.
- Coordinates with other departments and agencies involved in construction projects.
- Tests mechanical installations and equipment and prepares reports on the findings.
- May supervise subordinate technical staff in the field or office.

Ability to:

- Design mechanical facilities and installations.
- Review plans and specifications.
- Estimate costs and perform cost analysis.
- Write technical reports and correspondence.
- Inspect mechanical installations and equipment.
- Maintain effective working relationships with fellow workers and the public.
- Assign and direct work of others.

The following knowledge and/or experience may be required:

- Principles and practices of mechanical engineering as applied to design, construction, inspection, operation, maintenance, repair and improvement of Regional San installations such as water supply systems, wastewater treatment plants, pumping stations, public buildings.
- Computerized control systems and instrumentation.
- Applicable building codes and safety regulations.

2.2.1.4 Associate Civil Engineer

This position has similar duties, abilities, and knowledge as the Assistant Civil Engineer. However, this position requires registration as a civil engineer issued by the California State Board of Registration for Professional Engineers. Under direction, the Associate Civil Engineer performs more difficult and complex engineering work and acts as a supervisor to a small group of engineers and/or paraprofessional engineering staff. Associate Civil Engineers may also serve as project/resident engineers on a single major or several minor engineering projects.

2.2.1.5 Associate Electrical Engineer

This position has similar duties, abilities, and knowledge as the Assistant Electrical Engineer. However, this position requires registration as an electrical engineer issued by the California State Board of Registration for Professional Engineers. Under general direction, the Associate Electrical Engineer performs more difficult and responsible professional engineering work.

2.2.1.6 Associate Mechanical Engineer

This position has similar duties, abilities, and knowledge as the Assistant Mechanical Engineer. However, this position requires registration as a mechanical engineer issued by the California State Board of Registration for Professional Engineers. Under direction, the Associate Mechanical Engineer performs more varied and complex mechanical engineering projects involving technical supervision over consultants and other staff engaged in the design, construction and inspection of mechanical facilities and installations.

2.2.1.7 Environmental Specialist

Duties may include, but are not limited to, the following:

- Perform field inspections and research to gather, organize, and analyze environmental data and studies to evaluate compliance with environmental laws and regulations.
- Performs work to assist with developing and preparing studies related to regulatory compliance.
- Meets with operators to discuss problems and develop solutions to achieve compliance.
- Ensure proper maintenance of records, data, and reports.
- Prepare environmental and permit required reports.

Ability to:

- Locate, research, interpret, and apply environmental laws and regulations.
- Work independently within established guidelines, prioritize and coordinate activities, and meet critical deadlines.
- Perform work assignments related to compliance, monitoring, regulation, and research.

The following knowledge and/or experience may be required:

- Principles of environmental compliance assurance.
- Principles of environmental sciences.
- Mathematical compilation and analysis.
- Principles of chemistry and chemical reactions.

- Effects of waste material on water quality and land quality and the interactions of waste with the environment.
- Laws, codes, regulations, and policies affecting the department's operations and programs.
- Collect, process, evaluate, and summarize scientific and technical data and ideas to make effective decisions and develop appropriate solutions.

2.3 Capability Statements

Contractors must submit a summary of their capabilities for each personnel classification (Item 2.2) being proposed. These capability summaries will be used to evaluate suppliers' ability to provide personnel that meet the requirements of this RFP.

2.4 Customer References

Proposers are to provide, in Attachment E, a minimum current customer references that are substantial users of the types of personnel being proposed. At least one customer reference must be included for each personnel classification that is proposed by the Contractor.

Divisions or subsidiaries of the proposer's company cannot be used as customer references.

Proposer's references may include Regional San sections.

The list should include references for work performed in environments similar to that of Regional San.

Each reference must include the name and address of each customer and the name and telephone number of a contact person.

Where customer lists are considered confidential by the proposer, they need to be presented as part of the proposer's RFP response under separate sealed cover clearly labeled "Confidential Customer References."

3. ANCILLARY REQUIREMENTS

3.1 Specific Terms and Conditions

The following specific terms and conditions become a part of the final contracts between Regional San and the Contractor.

3.2.1 Costs

Regional San will be billed the rate paid to the Contractor's employees plus the mark-up percentage proposed. No increase in the mark-up percentage to Regional San will be permitted in the final contract.

Contractor will charge no fee to Regional San for any of Contractor's employees hired permanently by Regional San from any Civil Service eligible list, or otherwise restrict Regional San from offering permanent employment to such an individual.

3.2.2 Confidentiality and Security

Any Contractor engaging in any temporary employment service for Regional San which requires him/her to come into contact with confidential Regional San information will be required to hold confidential such data made available to him/her. The Contractor must assure that all of its employees and agents assigned to work at Regional San will learn and comply with the security policies and procedures in effect at Regional San throughout the term of their assignment to Regional San. The Contractor's personnel may be required to pass a security/background check prior to performing any services detailed in this RFP at the Contractor's cost, not Regional San's cost.

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 Regional San, 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 Regional San. Violations by the Contractor's personnel may be prosecuted to the full extent allowed by law and the vendor's contract may be terminated.

3.2.3 Regional San Standards

All services performed by temporary contract personnel shall be performed in accordance with standards set forth by Regional San.

Contractors must be able to provide qualified/trained staff as follows:

- a) Employees are to be custom-matched to job requirement based on the following factors:
 - Work experience and expertise
 - Appraisal of their skill
 - Their references
 - Degree/Certification
 - Successfully passing fingerprint and background checked at the Contractor's cost
- b) Successful completion of pre-employment background checks (level to be determined by the using section) when required as a condition of assignment to specific jobs.
- c) Pre-employment drug or disease screening as determined by Regional San policy.
- d) Training for job skill development.

The Contractor must be able to provide accurate and timely records/reports as follows:

- a) Status report of a personnel request within 48 hours of the original call.

The Contractor must be able to provide the following services:

- a) A designated account representative, at no cost to Regional San, who will coordinate Regional San sections' requests under this contract.
- b) Follow-up on performance of the Contractor's employees placed in new assignments to assure services are performed satisfactorily.
- c) A one-day guarantee of no charge in the event the Contractor's employee is unsatisfactory and the section requests a replacement during the first workday.
- d) Allow Regional San to request a specific individual when they are available.
- e) Process all time sheets and paychecks for the Contractor's employees.
- f) Process all paperwork and cover all costs related to unemployment claims.
- g) Make available to Regional San's Auditor-Controller all records and information necessary for the performance of an audit. Such audit will be performed in compliance with generally accepted auditing standards. Reports rendered will adhere to the confidentiality provisions of the contract.

3.2.4 Satisfactory Performance

The Contractor's employees who provide unsatisfactory services shall be removed from Regional San 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.

3.2.5 Contractor's Employee Compensation

The Contractor is required to compensate its employees who provide temporary services to Regional San. The actual salary to be provided to the Contractor's employees shall be mutually determined by Regional San and the Contractor.

The Contractor will then bill Regional San at the hourly rate paid to the Contractor's employee adding the mark-up proposed. The mark-up rate must include all of the Contractor's overhead, incidental expenses, transportation/parking, profit and costs (except background and drug screening). Background and drug screening, if required, will be compensated for separately. Regional San shall not be liable to the Contractor, or any of their assigned employees, for any benefits or additional compensation or payments.

The Contractor's employees are not required to work on Regional San holidays. A listing of Regional San holidays is provided as follows:

Regional San Holidays – there are thirteen holidays (13 days off) that Regional San observes in a calendar year.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving (2 days)
- Christmas Day

Please note that the Contractor's employees are not required to perform their duties on these days and Regional San will not compensate them for these holidays.

The Contractor will not demand, nor will Regional San pay any expenses, fees, or monies not expressly provided for by the contract.

3.2.6 Invoices

The Contractor shall submit original invoices to Regional San for services rendered by the Contractor. Invoices shall be based upon individual time of the Contractor's employees and work records maintained and provided in accordance with Regional San procedures.

The Contractor shall submit monthly invoices in arrears with contract employee's timesheet attached. All invoices shall be subject to review and approval by Regional San staff and will be processed within thirty (30) days following said approval. Regional San and the Contractor shall negotiate in good faith to resolve any disputed invoices, or portions thereof.

All invoices shall include a contract number, date of invoice, the Contractor's unique invoice number, itemized listing of temporary labor support hours (by individual Contractor's employee) provided for the invoiced period, hourly compensation provided to the Contractor's employee(s), Regional San charge based on this compensation multiplied by the mark-up rate, background/drug check (if any) and accumulative tracking total of the number of hours worked by the Contractor's employee.

3.2.7 Facilities and Support

Regional San shall provide such work space, office facilities, computer system facilities, and support services to contract personnel as are deemed necessary for the purpose of accomplishing the work to be performed.

The Contractor's personnel shall perform services on the premises of Regional San during Regional San regular work days and normal work hours, except when Regional San specifically agrees to alternate work days and hours.

3.2.8 Request for Resumes and Selection Process

Services to be rendered by contract personnel will be requested by Regional San in writing specifying the definition of service required, start date and estimated duration of service.

Regional San will notify the vendor of personnel requirements in accordance with job definitions as detailed in this RFP. Upon such notification, the vendor shall submit resumes of their employees being offered for assignment. Regional San will only consider solicited personnel requirements. Selection of candidate(s) shall be at the discretion of Regional San staff.

The Contractor will make every good faith effort consistent with sound business practices to honor the specific requests of Regional San with regard to the assignment of its employees. If the Contractor's assigned personnel are unable to perform due to illness, resignation, or other factors beyond the Contractor's control, Regional San may pursue replacement of said personnel and no payment will be made for the period of absence.

Regional San reserves the right to discontinue services provided by any contract personnel when those services are no longer needed or whenever they are not satisfactory to Regional San. Upon such termination, the Contractor agrees to turn over to Regional San everything in its (and its personnel's)

possession or control pertaining to the services performed by the Contractor immediately upon receipt of notice of termination.

3.2.9 Independence of the Contractor

It is understood and agreed that the Contractor (including the Contractor's employees) is an independent Contractor and that no relationship of employer-employee exists between Regional San and the Contractor. The Contractor's assigned personnel shall not be entitled to any benefits payable to employees of Regional San. Regional San is not required to make any deductions or withholdings from the compensation payable to Contractor's personnel; and is an independent Contractor, the Contractor agrees to indemnify and hold any third party that an employer-employee relationship exists by reason of the contract between Regional San and the Contractor.

If the Contractor uses any subcontractors, such persons shall be entirely and exclusively under the direction, supervision, and control of the 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 the Contractor.

Neither the Contractor nor the Contractor's assigned personnel shall have any entitlement as a Regional San employee, right to act on behalf of Regional San in any capacity whatsoever as agent, nor to bind Regional San to any obligation whatsoever.

The Contractor must issue W-2 and 941 Forms for income and employment tax purposes for all of the Contractor's assigned personnel.

3.2.10 Conflict of Interest

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

3.2.11 Non-Discrimination

Contractors 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.

3.2.12 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 Regional San for no additional fee or charge, and may be used by Regional San 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 Regional San can be used by Regional San in any way it may deem appropriate, so long as that use does not violate any term of the contract between Regional San and the Contractor.

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

3.2.13 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Regional San and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. The Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

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

3.2.14 Applicable Laws

The Contractor, in providing the services specified herein, shall comply with all applicable Federal, State and Regional San 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.

3.2.15 Assignment and Subcontracting

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

3.2.16 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 Regional San 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.

Regional San agrees 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 Regional San prior to the effective date of termination.

3.2.17 Modifications/Extensions

The contract between Regional San and the Contractors may be modified or extended only by written agreement executed by both parties.

3.2.18 Audit of the Contractor's Records

The Contractor shall maintain appropriate financial records, and Regional San or its agents shall have access to the Contractor's financial records for purpose of audit. Such records shall be complete and available for audit within 90 days after final payment and shall be retained and available for audit purposes for four years after final payment.

3.2.19 Successors and Waivers

The contract between Regional San and the Contractor(s) shall bind the successors of Regional San 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.

3.2.20 Completion of Assignment

The Contractor agrees not to assign the person selected to another contract until the assignment with Regional San is completed. If the Contractor removes the person before the assignment is complete, the Contractor agrees to credit Regional San 80 hours at the rate bid to absorb the training cost which would bring the replacement person up to the same level as the person reassigned by the Contractor. If fewer than 80 hours of work are available during certain contract periods, this non-assignment does not apply.

3.2.21 Training

Regional San does not typically provide training to contract personnel. However, Regional San may provide specialized training to the Contractor's employee with prior written approval. For personnel so trained, the Contractor shall agree not to offer placement to such personnel at another site for the duration of the assignment unless the Contractor immediately reimburses Regional San for the cost of the training or other arrangements are made and approved by Regional San.

3.2.22 Benefits Waiver

If the Contractor is unincorporated, the Contractor acknowledges and agrees that the Contractor is not entitled to receive the following benefits and/or compensation from Regional San: 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 Regional San, Sacramento County and its employee organizations. Should any employee or agent of the Contractor seek to obtain such benefits from Regional San, or the County of Sacramento, the Contractor agrees to indemnify and hold harmless Regional San and the County from any and all claims that may be made against Regional San for the County for such benefits.

4. GENERAL TERMS AND CONDITIONS

4.1 Compliance with Standard Terms and Conditions

You agree to be bound by our standard "boilerplate" conditions, a sample of which is attached to this RFP.

4.2 Confidentiality

To preserve the integrity of the security and confidentiality measures integrated into our operations, any proposer required to come in contact with confidential Regional San information to respond to this RFP and to perform the services solicited will be required to sign and submit the Security Statement attached to this RFP (Attachment C).

4.3 Insurance

The insurance provisions attached must be complied with if awarded a contract. Proof of insurance must be provided to us prior to commencement of work under the contract (Attachment D).

5. RESPONSE PRESENTATION AND REVIEW

5.1 Response Content

So that we may be able to compare competing responses, you must submit your response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your response being disqualified as non-responsive.

Assemble your response in the following order, with sections marked by item, letter (Cover Sheet, Company Profile, Attachment A, etc.) and title, as appropriate. Succinctness will be favored.

- Cover Sheet – the cover sheet at the front of the RFP must be signed and completed in regard to all information required. The signed cover sheet represents your agreement to supply the requested goods and/or services detailed in the RFP.
- Company Profile – provide a brief history of your company, and an executive summary of your response. Content should be no more than two pages.
- Forms and Schedules – complete each and every form and attachment contained in this RFP 8261.
- Acceptance/Execution Response – provide a detailed description of any exception taken with any term, condition, specification, or requirement of this RFP (Attachment B). Specify the section number(s). Proposers are to provide written acceptance of all other terms, conditions, specifications and requirement. Exceptions that we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

5.1.1 Pre-submittal Corrections

Responses should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of the person signing the response.

5.2 Submittal of Responses

The proper submittal of your response is the next step in having us evaluate your offer. Following the below instructions will enable us to consider you a responsive candidate.

5.2.1 Submittal Envelope

Submit to the location specified on the Cover Sheet the original (signed and completed) plus two complete copies of your response in a sealed envelope, clearly marked on the outside with your company name and return address, the RFP number and the due date.

5.2.2 Submittal Deadline

We must receive your response no later than the date and time shown on the Cover Sheet. Any response received after that deadline will not be considered.

5.3 RFP Opening

On the date and time and at the location specified on the Cover Sheet, all responses will be opened in public and each respondent identified. Intent to Award notice will be sent to all respondents identifying the firm(s) which submitted the successful Proposal(s).

5.4 Response Clarification

We reserve the right to request additional written or oral information from proposers in order to obtain clarification of their responses.

5.4.1 Rejection or Correction of Responses

We reserve the right to reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions, may be waived at our discretion whenever it is determined to be in Regional San's best interest.

5.5 Evaluation Process

Our sole purpose in the evaluation process is to determine from among the responses received, which ones are best suited to meet Regional San's needs. Any final analysis or weighted point score does not imply that one proposer is superior to another, but simply that in our judgment the Contractors we select appear to offer the best overall solution for our current and anticipated needs.

5.5.1 Reference Check

Submittal of a response authorizes us to investigate without limitation the background and current performance of your company. We will use the input of references regarding your capability to perform in relation to any aspect of this RFP.

5.5.2 Acceptability

We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.

5.6 Award Criteria

Contract awards will be in accord with, but not limited to, the result of our evaluation of:

1. Our perception of your understanding of our stated needs and specifications, as evidenced by the quality of your responses.
2. Regional San job requirements fit to our specifications
3. References
4. Rates and proposed mark-up rates
5. Account Management Services offered

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

Phase 1: In Phase 1, the Proposals 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

Phase 2: In Phase 2, the Proposals that were not disqualified in Phase 1 will be evaluated and scored using the table below. The award of the Proposal will be based on an assessment of selected rating criteria which will represent a capability/quality ranking. Projected costs will be then evaluated with a final quality ranking. If any criteria score fails to be above zero, the RFP will be automatically rejected. 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 Regional San.

Item	Rating Criteria	Possible Points	Points Given
1	Quality of responses <ul style="list-style-type: none"> • Completeness and thoroughness of responses to Vendor Questionnaire • Ease of rating and review • Adherence to RFP specifications, terms and conditions 	15	
2	Regional San Job Requirements Fit <ol style="list-style-type: none"> 1. Assistant Civil Engineer 2. Assistant Electrical Engineer 3. Assistant Mechanical Engineer 4. Associate Civil Engineer 5. Associate Electrical Engineer 6. Associate Mechanical Engineer 7. Environmental Specialist 	40	
3	Rates and Proposed Mark-up Rates	25	
4	Account Management Services	20	
Total		100	

1. Responding to the specific job descriptions provided by Regional San with sample resumes
2. Providing talented and qualified individuals based upon job specifications
3. Competitive nature of mark-up rate percentage
4. Local account management support

Phase 3: Those proposers with a score of less than 75 will be disqualified. References will be contacted and their responses will determine the successful proposer(s) from all of those with a score of 75 or greater. The reference check will be worth an additional 25 points.

ADDITIONAL 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: Regional San retains the right to negotiate changes in a Proposal by any offeror, and to reject any or all Proposals if none of the submissions are responsive to its needs.

Public Record: All Proposals become the property of Regional San. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Pricing and service elements of the successful Proposal will not be considered proprietary information.

Terms of Sale: Terms of sale may include a cash discount; however, a minimum of “Net 30 days” will be required for this RFP/award.

F.O.B. Point: The F.O.B. point shall be F.O.B. destination.

Licenses and Permits: The Contractor shall obtain and keep in effect at all times during the duration of the contract, any licenses and permits necessary for the Contractor's operations. All such costs shall be at the Contractor's expense.

Health and Safety: The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions as required by Cal-OSHA (California-Occupational Safety and Health Administration) and the General Industry Safety Orders for health and safety.

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

Safety Data Sheet: It is required by law that all hazardous materials be accompanied with a “safety data sheet” (SDS) at time of delivery.

Work on District Premises: Except for those risks inherent in the work to be performed by the Contractor, Regional San agrees to provide the Contractor and its employees a safe working environment for any work in the performance of this contract that must be undertaken on premises owned or leased by Regional San. While the Contractor's employees are on Regional San premises, the Contractor shall maintain strict work discipline and effect its work in compliance with governmental laws or regulations pertaining to occupational safety and health. The Contractor shall not enter Regional San premises to start work without making prior arrangements.

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

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

Protection of Property: The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damage to existing facility or property caused by the Contractor's personnel or equipment will be promptly repaired by Regional San to the condition existing before the damage occurred, and the Contractor and/or the Contractor's surety shall fully reimburse Regional San for all expenses, including the cost of labor.

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

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

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

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

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

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

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

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 proposal. Regional San 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 Regional San representative, or is, in the opinion of the Regional San 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 Regional San representative.

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

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

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

Non-discrimination: The Contractor shall not discriminate in the provision of services because of color, race, creed, national origin, religion, sex, sexual orientation, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), the American with Disabilities Act (42 U.S.C. Section 12131 et seq.), and all other applicable laws and regulations requiring no discrimination.

Non-assignment: The Contractor shall neither assign nor subcontract any of the services required under this contract without prior written consent of Regional San.

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

Compliance with all Laws: The 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.

Criminal Background Check: The Contractor selected will be required to provide the name, date of birth, and social security number of all personnel who will be assigned to do the work, for the purpose of obtaining a criminal background check from the Sacramento County Sheriff's Department. This information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due to employee turnover.

Clarification, Exception or Deviation: Each Respondent may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your Proposal response. If there are no clarifications, exception or deviation 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 Regional San, and shall not excuse the Contractor from any obligation set forth herein. No modification or amendment to this Request for Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the Purchasing Division buyer.

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

Independent Contractor:

1. It is understood and agreed that the Contractor (including the Contractor's employees) is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. The Contractor's assigned personnel shall not be entitled to any benefits payable to employees of District. District is not

required to make any deductions or withholdings from the compensation payable to the Contractor under the provisions of this agreement; and as an independent Contractor, the 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.

2. It is further understood and agreed by the parties hereto that the 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 the Contractor for accomplishing the results.
3. If, in the performance of this agreement, the Contractor employs any third persons, such person shall be entirely and exclusively under the direction, supervision, and control of the 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 the Contractor.
4. It is further understood and agreed that as an independent Contractor and not an employee of District, neither the Contractor nor the 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.
5. It is further understood and agreed that the Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of the Contractor's assigned personnel under the terms and conditions of this agreement.

Responsibility of Independent Contractor:

1. The Contractor as an independent Contractor, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for Social Security or Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons, and shall be responsible for the collection and remittance of any taxes so levied, upon the Contractor, on account of the persons employed by the Contractor.

Invoicing:

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

Attention: Accounts Payable
Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; quantities; item descriptions, unit prices and extensions; sales/use tax; and an invoice total. A copy of the employee's timesheet shall be attached to the invoice for the two week billing period of the invoice. Timesheets submitted with the invoice should

Sacramento Regional County Sanitation District
RFP 8425 Temporary Engineering Staff Augmentation Services

be in Regional San's timesheet format with a signature for approval from the contract employee's supervisor, manager, or designated backup to the manager.

2. Invoices shall be rendered monthly in arrears.
3. Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
4. In the State of California, government agencies are not allowed to pay excess interest and late charges. Per Government Codes, Section 926.10, interest shall be entitled commencing the 61st day and shall be 6 percent per annum.

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Verification of Coverage

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

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONTRACTOR'S profession.

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, \$100,000 per person, \$300,000 each accident, \$100,000 property damage or \$300,000 Combined Single Limit

Workers' Compensation: Statutory requirements of the State of California and Employer's Liability Insurance, and include Alternate Employer Endorsement on the worker's compensation and employer's liability policy.

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

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

4. Deductibles and Self-Insured Retention

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

5. Other Insurance Provisions

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

6. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers accredited with the State of California and with a current A.M. Best's rating of no less than **A-: VII**. 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 the 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. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation has been given to DISTRICT. For non-payment of premium 10 days prior written notice of cancellation is required.

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

- a. ADDITIONAL INSURED STATUS: Regional San and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively the “Additional Insured Parties”) are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of 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.
- 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.
- 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 Regional San and the County of Sacramento, their respective Boards, officers, directors, officials, employees, and authorized agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Alternate Employer Endorsement form number WC00 03 01A or equivalent is also required.

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

**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
TERMS AND CONDITIONS - GENERAL**

1. **PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from Regional San, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990.
4. **HOLD HARMLESS:** The vendor shall hold Regional San, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against Regional San or himself 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 Regional San shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of Regional San's Purchasing Manager.
6. **RIGHT TO AUDIT:** Regional San reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
7. **ASSIGNMENT:**
 - (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of Regional San's Purchasing Manager.
 - (b) In submitting a quote to a public purchasing body, the proposer offers and agrees that if the proposer 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)) the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.

8. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
9. **F.E.T. EXEMPTION:** Regional San is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
10. **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.
11. **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.
12. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by Regional San without written notice of acceptance thereof prior to shipment.
13. **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.
14. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
15. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by Regional San's Purchasing Manager.
16. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
17. **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.

ATTACHMENT A
VENDOR QUESTIONNAIRE

In submitting a Proposal, each Respondent shall also provide the following information: (Use additional sheets, if necessary.) Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying Proposal must address all items. Incomplete proposals will be rejected.

Organization: Describe your firm's qualifications to provide the service specified in this RFP. Be sure to include: founding date (month and year) and a brief history of firm, number of employees in the firm, facility/office location, current number of clients, firm's vision and mission statements, and key services offered.

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

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

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

VENDOR QUESTIONNAIRE

(Continued)

Employment Practices: Include with your submittal a summary of your firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies.

Affiliations and Accreditations: What are your firm's affiliations and accreditations?

Business License: Include with your submittal a copy of your firm's current business license. Be sure to include a copy of same for any subcontractor.

Certificate of Insurance: The Contractor must have insurance meeting the minimum insurance requirements set forth herein (see *Insurance Requirements for Contractors*.) Include a copy of your firm's insurance certificate or a letter from surety stating that your firm is insurable for the limits required if awarded the contract. Certificate of insurance must be furnished to Regional San within 14 days after notification of award.

VENDOR QUESTIONNAIRE

(Continued)

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

ATTACHMENT B

EXCEPTIONS SHEET

(If “none” then state “None” below)

ATTACHMENT C
SECURITY STATEMENT

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

Subject: Use of Confidential District 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 Request for Proposal #8425 Temporary Engineering Staff Augmentation Services and for the performance of any subsequent contract. Information obtained from Regional San will be used only by authorized company employees and for only those purposes for which Regional San provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to Regional San promptly after use, all documents supplied along with all records of information derived there from.

Sincerely,

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTACHMENT D
REGARDING INSURANCE COVERAGE

PROPOSER HEREBY CERTIFIES that proposer has reviewed and understands the insurance coverage requirements specified in Request for Proposal #8425 Temporary Engineering Staff Augmentation Services. Should proposer be awarded a contract for the work, proposer further certifies that 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

ATTACHMENT E
CUSTOMER REFERENCES

R-1

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

R-2

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

R-3

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

R-4

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

ATTACHMENT F

CONTRACTOR’S PRICE SHEET
 (Required of all Respondents)

SERVICES FOR REGIONAL SAN

YOUR COST MARKUP FOR TEMPORARY ENGINEERING SUPPORT STAFF PER JOB DESCRIPTIONS (Section 2.2)

Job Class	Hourly Bill Rate	Percentage Mark-Up of Bill Rate
Assistant Civil Engineer (Section 2.2.1.1)		
Assistant Electrical Engineer (Section 2.2.1.2)		
Assistant Mechanical Engineer (Section 2.2.1.3)		
Associate Civil Engineer (Section 2.2.1.4)		
Associate Electrical Engineer (Section 2.2.1.5)		
Associate Mechanical Engineer (Section 2.2.1.6)		
Environmental Specialist (Section 2.2.1.7)		

ATTACHMENT G

NONCOLLUSION DECLARATION

To Be Submitted with Proposal

The undersigned declares:

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

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or a sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from submitting a Proposal. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature _____