

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

Sacramento Regional County Sanitation District and Sacramento Area Sewer District		Issue Date	November 24, 2020
		Proposal Number	RFP No. 8378
V E N D O R A D D R E S S	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		
	Proposals must be received prior to the date and time indicated. Proposals will not be accepted after 3:00 P.M. on:		
	December 17, 2020		
For Additional Information Contact			
		BUYER:	Robert J. Salinas
		PHONE:	916 875-9013
Delivery Requirement Normal Delivery		Merchandise or Service for Delivery To: Sacramento Regional County Sanitation 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	Terms of Sale	NET 30
Signature	F.O.B. Point	Destination
Printed Name	Shipping Date	_____ / ARO
Federal Tax ID Number	Estimated Day of Arrival at Destination /After Shipment	
Date	E-Mail:	
Telephone:	Fax:	

Weed Abatement Services

For services to be rendered at multiple locations owned by: Sacramento Regional County Sanitation District (Regional San), 8521 Laguna Station Road, Elk Grove, CA 95758.

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San), invites sealed proposals from qualified Weed Abatement Services contractors to perform the duties as specified in this Request for Proposals. The work for these services will be performed at the facilities of the Sacramento Regional County Sanitation District. The contractor shall have at least three (3) years of business experience in providing Weed Abatement Services to industrial facilities similar in size and scope to the District.

Sealed Proposals for Request for Proposal No. 8378 to provide Weed Abatement Services will be received at:

Sacramento Regional County Sanitation District
Purchasing & Material Support
8521 Laguna Station Road
Elk Grove, CA 95758
Until 3:00pm, December 17, 2020

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: Robert J. Salinas

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

Robert J. Salinas

Contract Service Officer II

KEY ACTION DATES

RFP Issuing Date	November 24, 2020
RFP Questions Deadline:	December 8, 2020 3PM
Proposal Due Date	December 17, 2020 3PM
Proposal Evaluation Completion	December 30, 2020*
Intent to Award / Notification	January 5, 2021*
Contract(s) Begins	TBD

*Date(s) subject to change at the Districts discretion.

Required Proposal Submittal Pages

Only the pages listed below are necessary to return with proposal submittals. It is preferred that the remaining RFP pages not be attached to proposals.

RFP Cover Page	1
Base Cost Response	29
Per/Acre Price for Extra Work	30
Company Profile & Exceptions	31
References	32
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INTRODUCTION

INVITATION – The Sacramento Regional County Sanitation District (Regional San) Purchasing & Materials Support, invite responses which 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 which refer to the Sacramento Regional County Sanitation District (Regional San), duly organized public entities. They may also be used as pronouns for various subsets of the Districts organization, including, as the context will indicate:

District: – Sacramento Regional County Sanitation District (Regional San)

You/Your: are terms which refer to businesses having some sort of relationship to or with us. The term may apply differently as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Proposer or Supplier will have:

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

District: Sacramento Regional County Sanitation District.

Contractor: The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who has entered into a contract as defined in these Specifications with the District as party or parties of the second part of their legal representatives.

Contractor’s Representative: Any Contractor’s employee above the level of Foreman, who is directly responsible for the work.

District Representative: The Sacramento District Agency designated representative or his authorized representative.

Facility Site Representative: The District’s authorized representative.

Work: All the work specified, indicated, shown, or contemplated in the contract to construct the improvement, including all alterations, amendments, or extensions thereto made by contract change order or other written orders of the Engineer.

Subcontractor: Any party or parties entering into a subcontract with the Contractor or another Subcontractor to perform work on the site. The obligations of the Contractor, where set forth in this Specification, shall also apply to the Subcontractor.

Subcontract: An agreement between Contractor and Subcontractor or between Subcontractors at any level for a portion of the work under this Specification.

Items of Work:

The construction, materials, payment, etc., for items of work shown in the Proposal, and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications for conformance.

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 addendum to all known prospective Proposers.

Proposer's Responsibility: The District 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 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 4:00p.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 Districts Standard Specifications.

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

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

Robert J. Salinas
Contract Service Officer II
Sacramento County Regional Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758

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 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 straight forward, concise delineation of capabilities to satisfy the requirements of the RFP.

Expensive binding, colored displays, promotional materials, etc., are not necessary or desired.

Emphasis should be concentrated on conformance and clarity of content. 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 which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the proposal shall be rejected. The bid 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.

CASH DISCOUNT TERMS: For purposes of evaluation and award only, terms of less than 30 days will be considered as "NET" 30.

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: In order to take advantage of potential economics resulting from price stabilization and reduced administrative costs, the District reserves the right to extend this contract two additional twelve month

periods. Such extension will be at the District's option; under the same prices, terms and conditions, and will be subject to agreement between the vendor and the District. Renewals for the fourth and fifth year will be per mutual agreement between Regional San and the contractor.

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.

Description of Work:

This Request for Proposal is for the selection of qualified weed abatement services to perform the duties as specified. The current proposed services requested include professional outside weed abatement services for Regional San locations. This work will consist of applying pre-emergent and post-emergent chemical, as well as any mechanical means necessary for weed abatement at various wastewater treatment plants and lands within the Sacramento Regional County Sanitation District. The Contractor is required to assure elimination of all weeds in those areas designated and marked for abatement. The Contractor shall furnish all labor, equipment, chemicals, materials & supplies and pay any necessary permit fees associated with the work. If chemical application is not sufficient for weed control, mechanical removal will be required. The work shall be completed to the satisfaction of the Regional San site Representatives.

The work will be performed for the Sacramento Regional County Sanitation District (also known as "Regional San") locations are outlined in the "Base Cost Response".

STATEMENT OF WORK

I. Background/Overview

The Sacramento Regional County Sanitation District (Regional San) owns and operates the Sacramento Regional Wastewater Treatment Plant (SRWTP) located north of Elk Grove in the southern part of Sacramento County. In addition, it also owns and several associated facilities throughout the County. The SRWTP provides secondary treatment by means of carbonaceous oxidation using pure oxygen. SRWTP is a permitted facility required to conduct chemical, physical, and biological testing on its waste water.

Scope of Services

The purpose for this proposal is to award a one year contract for weed abatement services with Regional San with the option for extending the contract for the second and third years pending results of an annual performance review/assessment. Renewals for the fourth and fifth year will be per mutual agreement between Regional San and the contractor.

The Districts estimate the annual funding for the outsourcing of routine weed abatement services work to range from \$30 to \$75K for the current level of service that the District is obtaining

Access to the Regional San plant will be available Monday to Friday from 8am to 4pm during normal business hours. The Regional San facility is a secured facility that will require pre requisite safety training prior to access of contractor onto the premises of the Regional San properties. Special arrangements may be made to access some sites outside of normal business hours.

The scope and costs of services we wish your response includes the following:

Cost of Services: Provide detailed costs for weed abatement services including control of the weeds as specified in Cost Response.

Work Plan: Develop a specific weed abatement plan of services that will provide the maximum level of service for the District at the best value for the cost. In the work plan, we would like to know what your level of quality and service would be based upon your cost proposal and frequency of service. All final service date will be agreed to by the Regional San facilities department manager or designee.

Facility Site Representative individual maintenance activities shall conform to the following standards:

- A. **Workmanship:** All materials and workmanship shall be of a quality that is equal or superior to similar work performed by District employees. Work shall be subject to inspection prior to payment being authorized. Work shall be conducted in such a manner as to least interfere with operation and public usage of adjacent streets and sidewalks.
- B. **Safety:** All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Relations.
- C. **Hazards and Vandalism:** Any hazards or acts of vandalism shall be reported immediately to the Facility Site Representative and then followed up in writing. Hazards such as wood, wire, metal, etc. shall be remedied by the Contractor after approval is obtained from the Facility Site Representative. Hazards, which create unsafe situations, shall be remedied immediately by the Contractor.

Contractor'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, 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 raised objection in the Exceptions.

Prosecution of Work:

The receipt of notice that the contract has been awarded shall not constitute authority for the Contractor to enter upon the sites of work and begin abatement maintenance operations. **The Contractor shall be allowed to start work after the award of the District contract.**

Regional San / SRWTP: 8521 Laguna Station Road, Elk Grove, CA 95758

Proper insurance documents will be required prior to commencing work on site.

Scheduled Maintenance Tasks:

Work shall include all equipment, labor, and associated costs for the monthly maintenance tasks described below and in these specifications. Work shall also include inspection and management of the described sites for compliance with these specifications. All public policies, regulations and ordinances guiding any of the contracted work tasks shall be strictly adhered to.

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. 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.

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.

Prevailing Wage:

Sacramento Regional County Sanitation District will follow the current policy as put forth by the Director of the California Department of Industrial Relations as a Labor Compliance Program, in accordance with Section 1771.5 of the California Labor Code. This is a maintenance project in accordance with Section 1771.5 of the California Labor Code.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the successful Proposer shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Pursuant to California Contract Code Section 22300, the Contractor may, at its own expense, substitute securities for any money being withheld by the District to ensure performance under this contract.

Pursuant to Section 1770, and following of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file at the Office of the Clerk of the Board, District Administration Center, 700 "H" Street, Suite 2450, Sacramento, CA 95814. Those copies shall be made available to any interested party on request.

Protection of Roadway Facilities:

It shall be the responsibility of the Contractor to protect existing culverts, railings, signs and all other roadway appurtenances, which are to remain and be incorporated into the maintenance work area. Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Facility Site Representative at the Contractor's expense.

Protection of Existing Facilities and Plant Material:

The 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 Facility Site Representative, 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.

Existing Utilities:

Attention is directed to Section G6-14, "Existing Utilities", of the Standard Construction Specifications, and these Special Provisions. The toll-free number for Underground Service Alert (U.S.A.) is (800) 642-2444. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

Qualifications:

The work is to be performed by an abatement contractor, licensed by the State of California. The license shall be as required by the State of California Contractors State License Board for weed abatement applicators.

Abatement contractor must have at least three (3) years professional experience maintaining large industrial facilities at least similar in size and scope to the District.

The Contractor shall be aware of and shall comply with District ordinances governing abatement maintenance work and traffic control regulations during work, as applicable to individual locations being maintained. The Contractor shall furnish all labor, materials and equipment necessary to perform the work described herein.

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.

Personnel:

All work shall be performed by qualified and trained personnel with a minimum of one (1) year of experience in weed abatement work. All workers shall be neat and orderly in appearance.

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 Facility Site Representative prior to the commencement of this contract and further advice of any changes. Superintendents must be reachable in the field by the Facility Site Representative and able to communicate effectively with the Facility Site Representative.

Dismissal of Unsatisfactory Employees:

Attention is directed to Section G5-15 of the Standard Construction Specifications. The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Facility Site Representative, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on District property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification. Failure by the Contractor to remove an unsatisfactory employee from contract sites within **one** week of notification will result in withholding of payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30- day time period will 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.

PAYMENT:

At the end of each scheduled treatment the Contractor shall submit an invoice to the District for scheduled maintenance and for unscheduled (extra) work, approved by the District.

Contractor shall submit scheduled maintenance billing to include:

- Invoice Number
- Invoice Date
- Contract Number
- Location of Service (site specific plan number)
- Service Provided: (monthly service with month/year to month/year)
- Contract Shipping Order (CSO), provided by respective District Accounts Payable

Contractor shall submit unscheduled (extra) work billing to include:

- Invoice Number
- Invoice Date
- Contract Number
- Location of Service (site specific plan number)
- Service Provided (reference District Work Authorization number)
- Contract Shipping Order (CSO), provided by respective District Accounts Payable

Billing shall be submitted in duplicate to the District at the following addresses:

Sacramento Regional County Sanitation District

8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: Accounts Payable
srcsdfiscal@sacsewer.com

Withholding Of Payment:

The Facility Site 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 Facility Site Representative will specify the reasons and locations as applicable on the "Abatement Maintenance Inspection Report". 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.

Inspection:

The Contractor will receive an electronic "Abatement Maintenance Inspection Report", Exhibit "A", from the Facilities Site Representative. This form will clearly indicate the work performance of the Contractor in all areas of this contract. The Facility Site Representative will inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs.

Work Authorization:

The Contractor will submit an electronic "Work Authorization" form, Exhibit 'B', whenever work above and beyond is necessary. No payment for extra materials or labor will be made unless previously authorized by a District representative on a signed "Work Authorization" form. This form will clearly define the nature of the problem, the work to be completed and the proposed price by the Contractor.

Contractor shall furnish an itemized invoice with all Extra Work performed during the month. The Contractor's invoice shall refer to the inspection report number and/or work authorization number to reference Extra Work (section titled 'payment').

Note: Exhibits "A" and "B" are provided as examples. Regional San will provide their own versions of these forms to the awarded contractor.

AREA CHANGES:

The District reserves the right to add, delete or change areas under this contract and may do so upon giving written notification to the Contractor. If these changes cause an increase or a reduction in the maintenance costs of this contract, said costs shall be readjusted and incorporated into this contract. Costs for additional weed abatement service shall be readjusted at rates bid for Extra Work Bid Items.

AWARD:

The District will award to the contractor who presents the greatest value, in our view, to the District from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the District to be in the best interest of the District. Thus, the result will not be determined by price alone.

Evaluation and Award:

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

Phase 1:

In phase 1, bids 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 bid documents.

Proposers who did not respond in accordance with any of the above requirements will be immediately disqualified.

PHASE 2:

In phase 2, proposals that were not disqualified in phase 1 will be evaluated and scored using the table below. Representatives of Regional San will evaluate this proposal for all facilities on a 100 point basis.

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>	<u>SCORE</u>
Qualification <ul style="list-style-type: none"> · Experience · References · Cost Pricing <ul style="list-style-type: none"> · Quality of service · Promptness of service · Reliability/dependability 	30	
Capacity/Capabilities <ul style="list-style-type: none"> · Equipment · Staff 	20	
Work Plan: ZONE I <ul style="list-style-type: none"> · Schedule · Technique · Products 	10	
Work Plan: ZONE II & III <ul style="list-style-type: none"> · Schedule · Technique · Products 	10	
Work Plan: ZONE IV & V <ul style="list-style-type: none"> · Schedule · Technique · Products 	10	
Work Plan: ZONE VI <ul style="list-style-type: none"> · Schedule · Technique · Products 	10	
Work Plan: ZONE VII <ul style="list-style-type: none"> · Schedule · Technique · Products 	10	
	<u>Total score 100</u>	

Phase 3:

In phase 3, those Proposers with a score of less than 75 will be disqualified. The strongest Company Profile and best pricing will determine the successful Proposer from all of those with a score of 75 or greater.

EXHIBIT - A

Sanitation Districts Agency

INSPECTION REPORT:

DATE:

CONTRACT #

CONTRACT #

ABATEMENT MAINTENANCE CONTRACT INSPECTION REPORT

SITE LOCATION	FACILITY SITE REPRESENTATIVE COMMENTS	CONTRACTOR RESPONSE
ZONE I		
ZONE II		
ZONE III		
ZONE IV		
ZONE V		
ZONE VI		
ZONE VII		

INSPECTED BY: _____

AUTHORIZED BY: _____

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 provided certificates.** DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete 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. CONTRACTOR'S General Liability policy shall be endorsed to include coverage for liability arising out of the handling of pesticides and herbicides via endorsement CG 22 93 04 13 equivalent.

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. CONTRACTOR'S Commercial Automobile Liability policy shall be endorsed to include coverage for Pollution Liability – Broadened Coverage for Covered Autos via endorsement CA 99 48, or equivalent.

WATERCRAFT LIABILITY: Watercraft Liability including Protection and Indemnity (P&I) Liability appropriate for contractors working on navigable waters.

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

CONTRACTORS POLLUTION LIABILITY (CPL): Insurance which provides coverage for liability arising from the handling, remediation, cleanup or transport of hazardous materials or hazardous wastes.

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 coverage 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.

Watercraft Liability: \$1,000,000 per occurrence (only applicable if watercraft are utilized).

Workers' Compensation: Statutory.

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

Contractors Pollution Liability (CPL): \$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.

Claims-Made Pollution Liability

If pollution liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

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:

ADDITIONAL INSURED STATUS: SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the COUNTY OF SACRAMENTO and their officers, directors, officials, employees, and volunteers (each an "Additional Insured Party," and collectively "Additional Insured Parties," are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; Products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties. 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.

- a. 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.
- b. 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 DISTRICT and COUNTY OF SACRAMENTO.

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.

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. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the District.
- e. Time of delivery may be a consideration in the award.
- f. Prices will be considered as net if no cash discount is shown.
- g. All responses must be signed by an authorized officer or employee of the responder.
- h. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- i. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
- j. If any information contained in the response is considered confidential or proprietary by bidder, it must be clearly labeled as such and presented in a sealed envelope within the bidder's response package.
- k. Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.

2. **BRAND NAMES:**

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

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

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

5. **TAXES:**

- a. Do not include any sales, use, or federal excise taxes in your response.
- b. If your company is outside California and collects sales tax, please State the amount as a separate item if the 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.

6. **LIABILITIES:** The bidder shall hold the 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.

7. **CASH DISCOUNTS:** In connection with any cash discount specified on this response, time will be computed from the date of

complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the District's Office, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County of Sacramento warrant or check.

8. **DEFAULT BY VENDOR:** In case of default by vendor, 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.

9. **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 District. The Regional San decision shall be final.

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

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

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

12. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 12, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

13. **SPECIAL CONDITIONS:** District standard terms and conditions must govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they will be considered void. To the extent not otherwise Stated in the contract, the California Commercial Code shall apply.

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

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

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

17. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

18. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
19. **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/>
20. **INDEMNIFICATION:** To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, 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 reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR’s subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim. This indemnity obligation shall not be limited by the types and amount 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. This indemnity shall survive the expiration or termination of the Agreement.

Application and Warranty:

- A. The Contractor shall apply only the necessary amounts of pre-emergent and post-emergent herbicides or combination thereof to assure the eradication of all weeds in the designated areas. Before starting any part of the work under the contract, the Contractor shall furnish to, or have on file with the Regional San Contract Administrator, a list of chemicals to be used and their prescribed application rates.
- B. The herbicides shall be approved for the intended use by the California Department of Fish and Game, California Environmental Protection Agency, the Department of Pesticide Regulation, and all other governmental agencies having jurisdiction over such chemicals. The Contractor shall apply the approved herbicides from an agitator tank using spray nozzles and pressure from the ground and/or by air, as may be necessary for proper application. A 7-day advance notice is required for aerial application. In addition, flights over nearby residents shall be kept to an absolute minimum.
- C. No pesticides from the 6800 (a) list of the Groundwater Protection Act will be used.
- D. The timing and number of chemical applications required to maintain the site weed-free shall be determined by the contractor. If weeds are allowed to reach a height of greater than six inches, mechanical means must be taken immediately to cut weeds down to ground level as well as be treated chemically.
- E. Abatement chemicals shall not be applied when wind conditions are such that drift chemicals may cause damage to adjacent properties.

- F. The Contractor shall guarantee his/her performance under this contract to assure that all areas and zones specified as requiring weed abatement service will be kept weed free. The Regional San Contract Administrator or his/her authorized representative will notify the Contractor when warranty work is required. Refer to paragraphs H and I, below, for further conditions regarding warranty.
- G. The Contractor shall inspect all weed control areas at least bi-weekly for contract compliance. One visit per month shall be scheduled with the Contract Administrator or his/her authorized representative.
- H. The Regional San Contract Administrator or his/her authorized representative will inspect all areas requiring weed abatement service monthly and report deficiencies to the contractor on an inspection form (see attached). The contractor will have ten days to correct the deficiency. If the deficiency is not corrected within the ten (10) days, Regional San will have the deficiency corrected, by any means possible, and will bill the Contractor or will deduct that amount from any monies owing the Contractor.
- I. Additionally, the contractor shall bid three rates (per/acre) to cover any pre-emergent, post-emergent, or mechanical weed control work not covered by the scope of this contract. This work may include, but is not limited to, extra work needed to bring areas not weed free at the start of the contract, up to weed free state. Prior to receiving any compensation for work performed outside of the scope of this contract, the contractor must first fill out a work authorization form (see attached). This work authorization form must be signed by the contract administrator. This price will also be used to adjust contract amount for deleted work.
- J. The Contractor's warranty shall be in force for the duration of the contract. Any call backs on warranty shall be completed at no charge.

Proposal:

I. GENERAL:

Respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualifying proposal must address all items. Incomplete proposals may be rejected.

II. PROPOSAL CONTENT:

Proposals shall be organized and submitted in the format prescribed below in order to facilitate the comparison of proposals. Additionally, please number your replies to correspond with the questions. For example, if you are replying to 4 (a), write 4 (a) next to that reply, etc. Please submit four (4) copies of your proposal and mark the original as the "Original" or "Master Copy."

- (1) Cover page (page 1 of this RFP): Complete and sign.
- (2) The proposal consists of a **Base Bid Schedule, an Extra Work Schedule.** **The contract term is for one (1) year with two (2) optional one-year extensions. Renewals for the fourth and fifth year will be per mutual agreement between Regional San and the contractor.**

Base Cost Schedule:

This schedule includes proposal items for each zone to be maintained by the Contractor. The Contractor shall bid, for each zone indicated on the **Base Cost Schedule**, an Annual Cost based on the performance requirements as described in these specifications. Actual charges shall be per scheduled service.

Extra Work Schedule:

This schedule includes unit price proposal items for Extra Work. Extra work includes but not limited to bring areas not weed free at the start of the contract, up to weed free state. The Contractor shall bid for each item indicated on the **Extra Work Schedule**, a unit price for each item. Said unit price shall be in effect for the duration of the contract.

- (3) **Company profile:** Your company profile shall include the following information:
- (a) Founding date (month and year)
 - (b) Company size – staff and client base (i.e., local, regional, statewide, etc.)
 - (c) Products and/or services provided
 - (d) Organizational chart – submit a copy of your company’s organizational chart(s) – corporate and local levels as applicable. Local organizational chart shall include names of managers.
 - (e) Licenses and permits – submit a copy of your company’s current business and landscaping licenses and permits for operations in the Sacramento area.
 - (f) Location of the office from which the work will be provided and the staff allocation at that office.
 - (g) Identify the key individuals who will be managing the work. Include their names, titles, qualification, experience, and current responsibilities. Identify the account manager, include his or her e-mail address, telephone, and fax numbers.
 - (h) Identify all available equipment, programs and systems to perform the work.
 - (i) List of your company’s professional affiliations and accreditations.
- (4) **Exceptions:** List any RFP exception in this section. (See below).
- (5) **References:** List three or more clients for whom you have provided similar work. For each of the references, include the organization name, address, name, telephone number, and e-mail address of contact person and the time you completed the work. (See below).
- (6) **Subcontracting:** Is your company planning to subcontract portions of the work? If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case. Also include a copy of the subcontractor’s business and private patrol licenses and permits in each case. (See below).
- (7) **Background check:** Describe in detail the extent of your company’s background check on new employees. Who performs the criminal background check, what kind of background check (e.g., fingerprint), and how long does it normally take? Does your company also check into the employee’s DMV driving record? If yes, please explain the process.

- (8) Employment Practices:
- (a) Provide a summary of your company's employment policy and information about being an equal opportunity employer.
 - (b) Will assigned employees receive benefits (health and welfare, pension, vacation and holidays, etc.)?
 - (c) Discuss your company's employee training programs. Be sure to address how your company selects and trains security guards. Discuss your company's occupational safety and health training programs and training frequencies.
 - (d) List any other training that your company provides which is not listed in the training categories of this RFP.
- (9) Approach to work: For each weed abatement zone (I – VII), develop a specific weed abatement plan of services including schedule, techniques and anticipated products.

Cost Response
Base Work

Annualized Scheduled Service Fees for Abatement Services:

District Facilities

Facilities	Annual Cost
ZONE I	\$ _____
ZONE II	\$ _____
ZONE III	\$ _____
ZONE IV	\$ _____
ZONE V	\$ _____
ZONE VI	\$ _____
ZONE VII	\$ _____
Totals:	\$ _____

Cost Response
Per/Acre Price for Extra Work

Application	Price/Acre
Pre-emergent Application	\$ _____
Post-emergent Application	\$ _____
Mechanical Weed Control	\$ _____

Company Profile

Please use this page to provide the Company Profile information requested above in Proposal Content section **II. (3)**. Profile information may be attached for section **II** for items (3), (7), (8), (9).

Exceptions

Any exceptions to this RFP may be listed in this section. List the page, term, and description of the exception.

References

Note: References shall not include any facilities associated with Regional San.

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):	

Designated Subcontractors

Subcontractor Name/Address Phone No.	Description of work to be performed by subcontractor	Subcontract Amount	% of work

Additional sheets may be used if additional space is needed.

The undersigned Respondent assures that no subcontractor or supplier may be added, deleted, or changed without the express written approval of the awarding body.

 Signature of Prime Contractor/Title

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.