

REQUEST FOR PROPOSAL

This Is Not An Order - Make A Copy For Your File - Return

Original

C O N T R A C T O R	Sacramento Area Sewer District 8521 Laguna Station Rd Elk Grove, CA 95758	Issue Date	January 13, 2026
		Proposal Number	RFP 8524
		Return your proposal in an envelope, sealed and clearly marked on outside with proposal number and date shown below to: Sacramento Area Sewer District 8521 Laguna Station Road Elk Grove, California 95758 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: February 10, 2026	
		For Additional Information Contact	
		Issuing Officer	Tyler Carlson
		Phone	(916) 875-1012

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 Proposal:

Firm Name:	Date:
Signature:	Telephone:
Printed Name:	Fax:
Federal Tax Identification Number:	Email:

**WASTE REMOVAL SERVICES
Sacramento Area Sewer District**

This Request for Proposal (RFP) is to establish a service contract with a contractor to provide waste removal services for the following locations:

- SacSewer/South, 10060 Goethe Road, Sacramento, CA 95827
- Sacsewer/North, 5026 Don Julio Boulevard, Sacramento, CA 95842
- EchoWater Resource Recovery Facility, 8521 Laguna Station Road, Elk Grove, CA 95758

In accordance with the attached specifications, terms and conditions, the contract period will be for three (3) years with optional two (1) one year extensions for a maximum of five (5) years.

TABLE OF CONTENTS

- I. Notice to Contractors
 - II. Key Action Dates
 - III. Introduction
 - IV. Scope of Services
 - V. Terms and Conditions
 - VI. Invoicing
 - VII. Independent Contractor
 - VIII. Other Terms and Conditions
 - IX. Response Presentation and Review
 - X. Basis of Award
 - XI. Insurance Requirements
 - XII. References
 - XIII. Vendor Price Proposal
 - XIV. Exception to Terms
 - XV. Conflict of Interest and Non-Collusion Affidavit
- APPENDIX A – 2025 Waste Bin Usage Report

I. NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District invite sealed proposals from qualified waste removal contractors to perform the duties as specified in Request for Proposal No. 8524. The work for these services will be performed at the facilities of SacSewer. Any contractor who wishes its proposal to be considered is responsible for making certain that its proposal is delivered as follows:

Proposals shall be addressed as follows and are **due by 3:00 p.m. on February 10, 2026:**

Sacramento Area Sewer District
8521 Laguna Station Road
Elk Grove, CA 95758
Attn: RFP No. 8524

Detailed RFP No. 8524 can be obtained at the following Sacramento Area Sewer District Business Opportunity webpage:

<https://www.sacsewer.com/business-opportunities>

Department of Industrial Relations (DIR) Compliance

- A. No contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

II. KEY ACTION DATES

RFP Issued: January 13, 2026

Question Deadline: January 22, 2026

Proposal Due Date: February 10, 2026

Intent to Award: February 17, 2026

Insurance Due: February 25, 2026

Contract Award: February 26, 2026

Notice To Proceed: March 4, 2026

III. INTRODUCTION

INVITATION

The District invite responses which offer to provide the services identified on the Cover Sheet.

DEFINITIONS

We intend to express our expectations clearly, and they are to be legally interpreted in our favor.

We/Us/Our

Terms which refer to the Sacramento Area Sewer District, duly organized public entities. They may also be used as pronouns for various subsets of the District organization, including, as the context will indicate:

SacSewer - Sacramento Area Sewer District

You/Your

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

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

Proposer - 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 Proposer(s) who’s Response to this RFP is evaluated as meeting the needs of Regional San and SASD. 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 firm 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.

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 firm (ex: Worker’s Comp, SDI, etc.).

REQUEST FOR PROPOSAL (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. Verbal interactions will not be binding on SacSewer or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

RFP Clarification - Questions regarding this RFP should be directed in writing via email only to the Issuing Officer specified below no later than the deadline specified in Key Action Dates for this RFP.

Answers citing the question, but not identifying the supplier, will be posted on the Regional San Business Opportunities page (<https://www.regionalsan.com/business-ops-bids>), SASD Business Opportunities webpage (<https://www.sacsewer.com/business-opportunities>), and distributed simultaneously to all known prospective proposers via email. Oral answers provided by the District(s) or its agents shall not be binding.

Proposer's Responsibility – The District expect proposers to be thoroughly familiar with all specifications and requirements of this RFP. Proposer's 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.

Submission of Proposals - Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on conformance and clarity of content.

Completeness - 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.

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.

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.

Award - Regional San and SASD will award to the contractor who presents the greatest value, in our view, to Regional San and SASD 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 and SASD. Thus, the result will not be determined by price alone.

Contract Execution - This RFP and the Contractor's Response will be made part of any resultant Contract(s) and will be incorporated in the Contract as set forth.

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 Contractor's Response (as it may be clarified);
- 3) The provisions of the RFP (as it may be supplemented).

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

Protests - After receipt of the Districts 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 firm letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of the District. No protest received after 4 pm on the 3rd business day shall be accepted.

If any SacSewer 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 pm. Should any of the 3 days be a SacSewer holiday, the deadline will be extended by the number of holidays occurring during the 3 business day protest response period.

Issuing Officer

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

Tyler Carlson
Contract Services Officer
Sacramento Area Sewer District
8521 Laguna Station Rd., Elk Grove, CA 95758
(916) 875-1012
carlsont@sacsewer.com

IV. SCOPE OF SERVICES

The work to be performed is comprised of waste removal and disposal services to be provided at the following locations. Successful proposer must be able to service all locations identified below.

Service Location	Address
EchoWater Resource Recovery Facility	8521 Laguna Station Road Elk Grove, CA 95758
Sacramento Area Sewer District: South Area Corporation Yard	10060 Goethe Road Sacramento, CA 95827
Sacramento Ares Sewer District: North Area Corporation Yard	5026 Don Julio Blvd. Sacramento, CA 95842

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

Services will be provided on weekdays during District business hours, as requested by the Facilities Manager.

The successful proposer is required to supply all waste containers, keeping them in good repair with identifiable firm insignia, and kept clean throughout the term of the contract. All containers must be provided with covers. Containers of less than 10-cubic yard capacity must be provided with casters.

Successful proposer will be required to provide GPS location information/coordinates of each bin, with an accompanying identifying bin number, for tracking purposes. If a bin is moved or substituted, updated GPS data must be provided to the Customer site contact/site facilities manager.

Please refer to **Appendix A** of this RFP, Waste Container Usage Report, for the type, capacity, and pick-up frequency of waste removal containers utilized by the District.

Required usage may vary. The District do not guarantee of minimum usage during the contract period nor are the District limited to purchase all requirements from the awarded contractor.

The District reserve the right to add, delete, or change serviced locations; frequency of pick-up; pick-up days; or capacity of containers. Additional services, locations, or capacity shall be priced accordingly using the fixed fee unit prices established in this RFP.

In the event the awarded contractor experiences an organizational labor strike or similar, contractor must provide alternative means to provide the contracted services to the District.

No asbestos related waste removal and disposal services will be required as part of the resulting contract.

(CONTINUE FOR MAPS & IMAGES OF SITE LOCATIONS)

SACRAMENTO AREA SEWER DISTRICT LOCATIONS

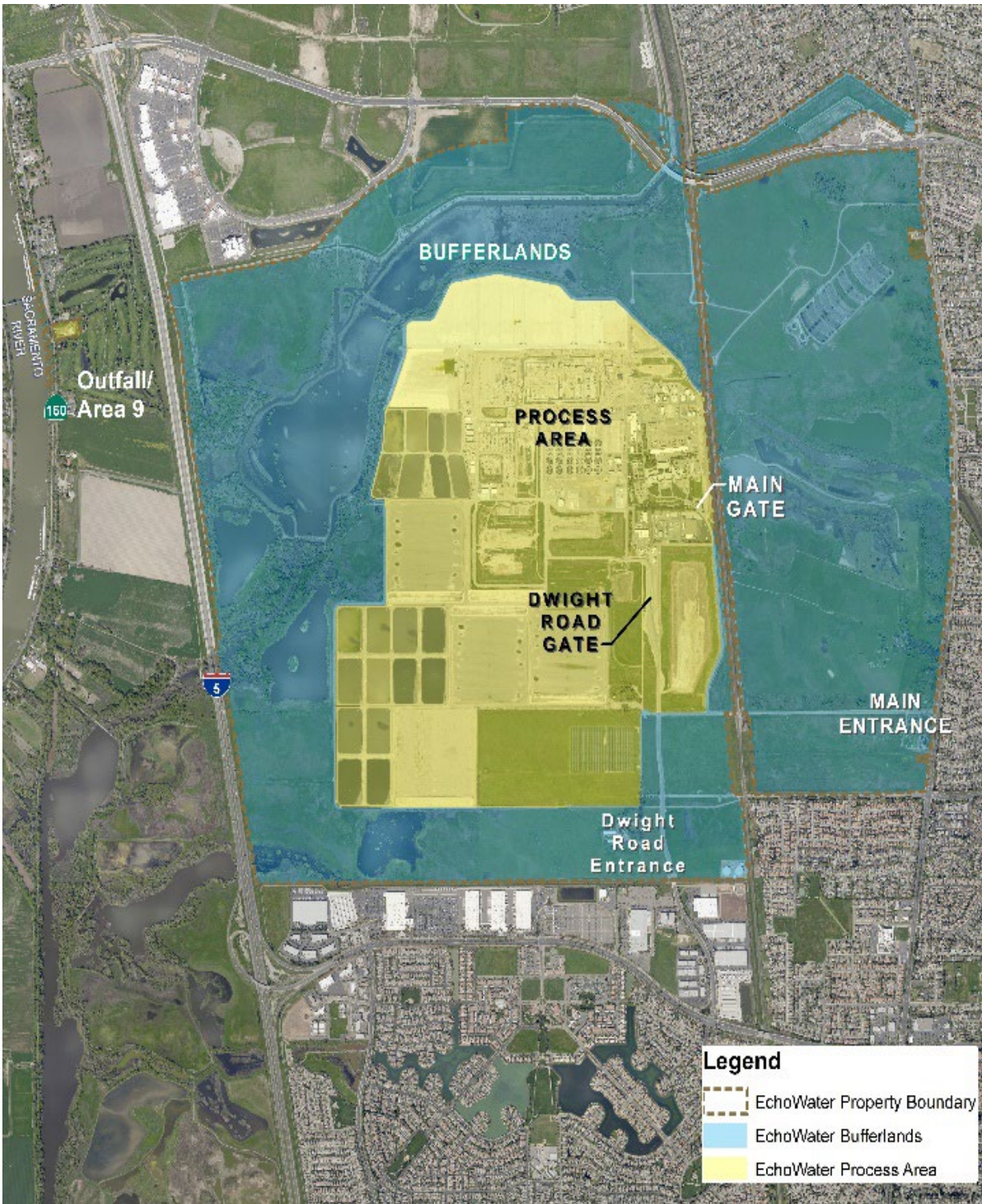
**EchoWater Resource Recovery Facility
Laguna Station Road Gate (Main Gate)**
8521 Laguna Station Road
Elk Grove, CA 95758



**EchoWater Resource Recovery Facility
Dwight Guard Station (Dwight Gate)**
3585 Dwight Road
Elk Grove, CA 95758

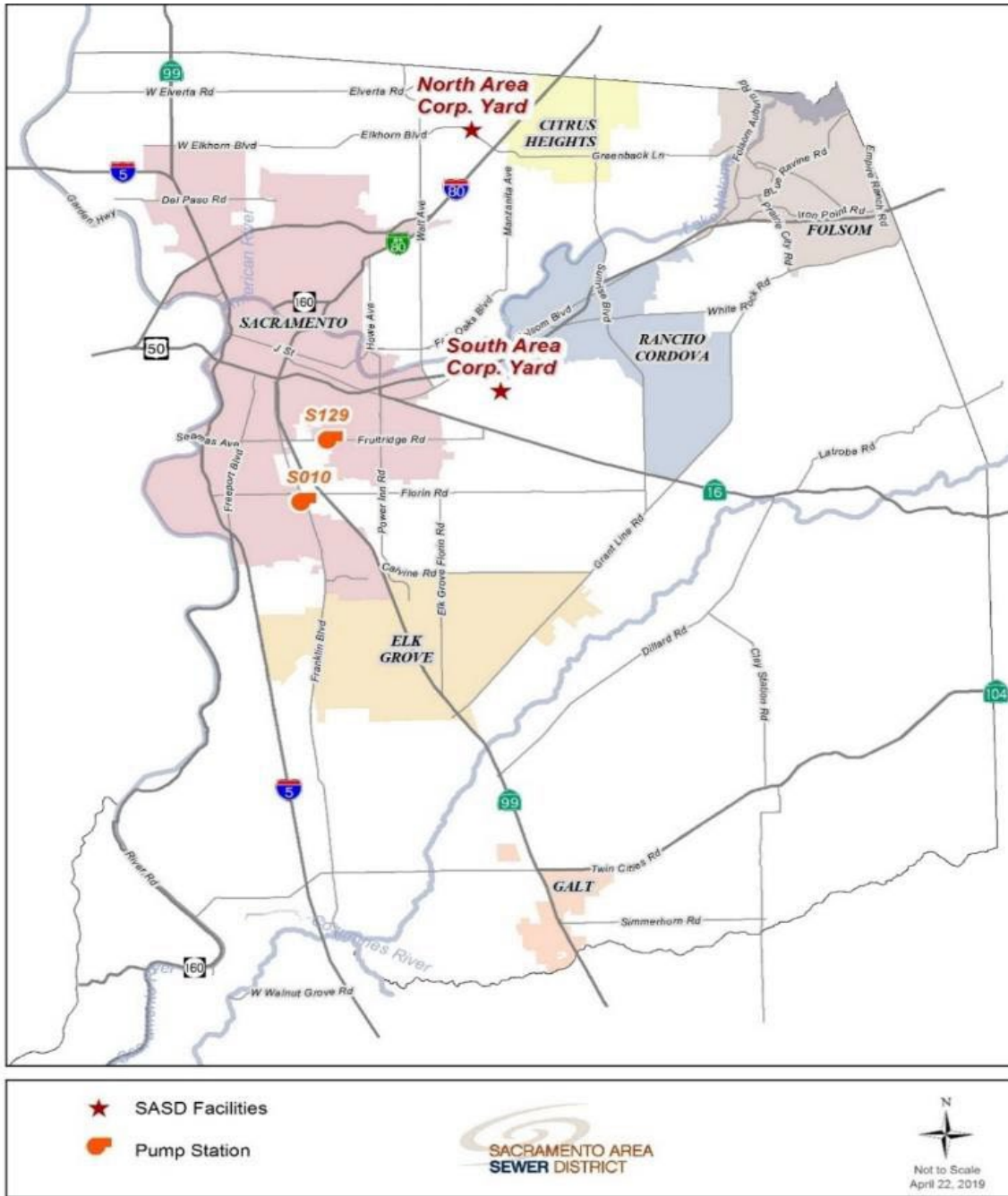


EchoWater Resource Recovery Facility



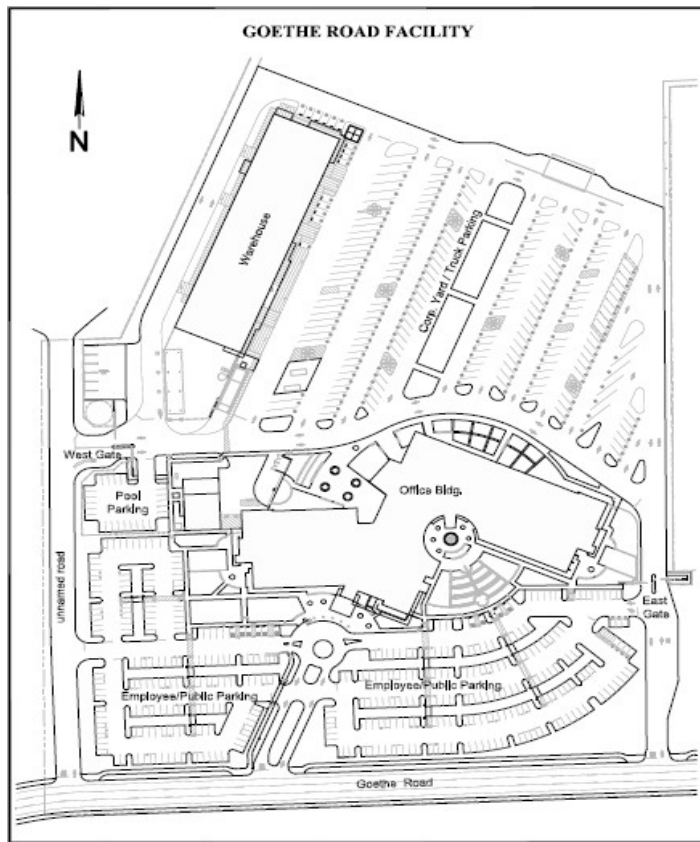
SASD LOCATIONS

Sacramento Area Sewer District Facilities



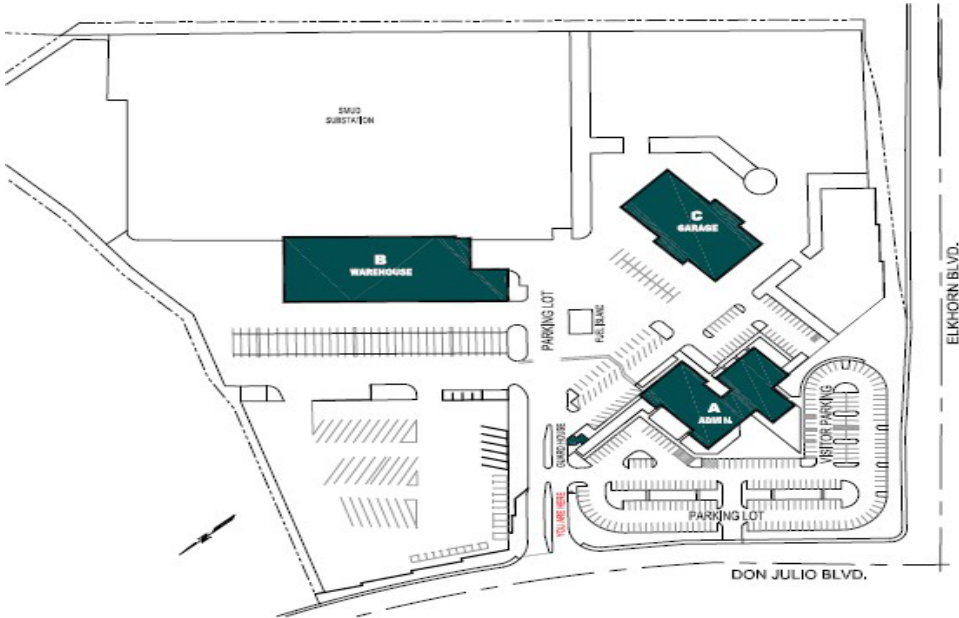
South Area Corporation Yard (SACY)

10060 Goethe Road
Sacramento, CA 95827



North Area Corporation Yard (NACY)

5026 Don Julio Blvd.
Sacramento, CA 95842



V. TERMS AND CONDITIONS

1. VALID OFFER: Proposals received are an irrevocable offer and shall be valid for one hundred and twenty (120) days following the closing date for receipt of proposals.
2. CHANGES TO PROPOSAL: The District retain the right to negotiate changes in a proposal by any proposer and/or to reject any or all proposals if none of the submittals are responsive to the District needs.
3. PUBLIC RECORD: All proposals become the property of the District. 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.
4. ESTIMATED QUANTITY: The quantity given is an estimate. The District do not guarantee to purchase any minimum quantity.
5. TERMS OF SALE: A minimum of “Net 30 days” will be required for this RFP/award.
6. CASH DISCOUNTS: Cash discounts of less than thirty (30) days and cash discounts offered with 10th proximo will be considered as “Net 30 days” in the calculation of lowest vendor price proposal.
7. PERMITS:
 - a. The Contractor represents and warrants to the District that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to operate a waste disposal business. Contractor represents and warrants to the District that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to operate a security business and to contract for security services.
 - b. County of Sacramento Business License is required of any person who transacts or conducts any business, trade, profession, calling or occupation in the County of Sacramento.
 - c. The Contractor shall submit a copy of its current, County of Sacramento business license, receipts or other evidence showing payment.
8. SAFETY AND HEALTH PROVISIONS: Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by Federal and State Agencies. Where any of these are in conflict, the more stringent requirement shall be followed.
9. STANDARDS OF CONDUCT: Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. Contractor and staff shall always be courteous, cooperative and professional toward District representatives and the general public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of the District.
10. WORK ON DISTRICT PREMISES: Except for those risks inherent in the work to be performed by the Contractor, the District agree to provide Contractor and its employees a safe working environment for any work on the contract that must be undertaken on premises owned or leased by the District. While Contractor’s employees are on District premises, Contractor shall maintain strict work discipline that

will affect its work in compliance with governmental laws or regulations pertaining to occupational safety and health.

11. PROTECTION OF PROPERTY AND ENVIRONMENT: Contractor shall take every precaution to protect all public and private District property during the performance of the work. Any damage to existing facility or property caused by Contractor's personnel or equipment shall be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be at the sole responsibility of the Contractor.
12. CORRESPONDENCE: Contractor shall respond to all inquiries and complaints expeditiously in a professional and respectful manner. The Contract and Purchasing Services Division shall receive a copy of all correspondence.
13. PAYMENT OF DAMAGES: In the event Contractor is liable for liquidated damages (i.e., Service Guarantee Credit), District, in addition to all other remedies provided by law, shall have the right to withhold any and all payments (disputed amounts) from which would otherwise be due to Contractor until the liability of Contractor is finally determined. District shall have the right to use and apply such payments, in whole or in part, to reimburse the District for all liquidated damages due to the District. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by District is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to the District until all such liabilities are satisfied in full. No failure by District to withhold any payment as specified shall in any manner be construed to constitute a waiver to any right to liquidated damages or any right to any such sum.
14. GENERAL LIABILITY OF CONTRACTOR: Except as otherwise noted, Contractor shall do all work and furnish all labor, supervision, equipment and materials necessary to properly perform and complete the work in the time and manner required. The mention of any specific duty or liability of Contractor shall not be construed as limitation or restriction of any general liability or duty of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation only.
15. TERMINATION UPON UNSATISFACTORY PERFORMANCE: Whenever, in the opinion of District, said service is not satisfactory, Contractor shall be advised of the reasons in writing. If Contractor fails to correct the unsatisfactory service within a reasonable time (in no event later than 7 days), District may declare the contract in default, terminate the contract, and contract with another service provider. Notwithstanding any provision to the contrary, the District shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract period. Should Contractor again fail to perform services pursuant to the contract, The District may declare the contract in default, terminate the contract, and contract with another. Contractor may be held liable and may be assessed any and all costs for the re-procurement of contracted services.
16. RIGHT TO TERMINATE: Either party may terminate the agreement, without cause, by written notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least ninety (90) calendar days after receipt of notice by the non-terminating party. Contractor shall remain obligated to provide services pursuant to the agreement, and District shall remain obligated to pay compensation for services performed through the effective date of such termination.

17. FORCE MAJEURE: Neither CONTRACTOR nor SACSEWER shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).
18. CHANGES: Should the District request any deviation, addition or deletion of items specified on the contract, it shall be at liberty to do so. Such alterations in writing delivered to Contractor shall not nullify the contract, but shall be added or be deducted from the agreed amount, as the case may be, by a fair and reasonable valuation, and upon mutual agreement of the parties.
19. TOLL-FREE TELEPHONE NUMBER: In event the successful Contractor's place of business is located out of the local telephone dialing area of 916, or 279, a toll-free telephone number shall be provided or Contractor shall agree to accept collect calls from the District.
20. SUBCONTRACTING: Performance of work may not be subcontracted except upon consent of the District; and, no such subcontracting will be permitted if it would relieve the original Contractor of his or her responsibilities under the contract.
21. NON-RECOGNITION OF SUBCONTRACTORS: No subcontractor will be recognized as such, and all persons engaged in the work under the contract will be considered as employees of the Contractor, and their work shall be subject to all provisions of the contract. The District and their representatives will deal only with the Contractor, who shall be responsible for the proper execution of the work.
22. DISMISSAL OF UNSATISFACTORY EMPLOYEES: If any person employed by Contractor or subcontractor fails to perform under the contract, or is, in the opinion of the District, 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 site immediately, and shall not again be employed on the contract except upon consent of Regional San or SASD. Dismissal from any Regional San or SASD site means the employee cannot work at any other Regional San or SASD site.
23. LIABILITY OF DISTRICT OFFICIALS: Neither District, nor its officers, employees, agents, nor representatives, nor any of them shall be responsible for any liability arising in the performance of the contract. For instance, 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.
24. MAINTENANCE AND INSPECTION OF RECORDS: The hours worked and other accounting records pertaining to the contract shall be maintained in accordance with generally accepted accounting principles and practices and shall be available for inspection or audit by Regional San or SASD at all reasonable times. Contractor shall also maintain for a period of four years the financial information and data used by Contractor in the preparation or support of the proposed or actual costs submitted under the contract.
25. FAILURE TO MAINTAIN INSURANCE: During the contract period and until final completion, Contractor shall maintain in full force and effect insurance coverage in the forms and amounts specified in, entitled *Insurance Requirements for Contractors*. If, at any time during the contract period, Contractor fails to maintain

any item of required insurance in full force and effect, Contractor shall immediately discontinue all work. The District may withhold all payments due or that may become due until notice is received by District that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the District.

The District shall be “certificate holder” and named as “additional insured” on Contractor’s insurance policy. Thus, in event of cancellation or non-payment of premium the District will be notified.

26. DRUG-FREE WORKPLACE: In submitting a Request for Quotation/Bid/Proposal, the contractor certifies that its place of business provides a drug-free workplace and has:

a. Published a “Drug-free Workplace” statement notifying Contractor’s employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.

b. Established a Drug-free Awareness Program to inform employees about:

1. The dangers of drug and alcohol abuse in the workplace.
2. The contractor’s policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance program.
4. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.

c. Employees will be given an individual copy on the Contractor’s “Drug-free Workplace” statement. Notify employees that as a condition of employment they will be expected to abide by the terms of the statement.

27. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Regional San, SASD and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually an “Indemnified Party” and collectively “Indemnified Parties”), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by an Indemnified Party directly attributable to the performance of the indemnifying party, arising out of, pertaining to, or resulting from the acts or omissions of Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of Contractor, or for which Contractor is legally liable under law except only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. Contractor shall not be liable for Claims caused the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to Contractor. Contractor shall defend the Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of Contractor, to assume control of its defense or the

defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that Contractor thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by Contractor or Contractor's subcontractors at any tier.

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

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

28. NON-APPROPRIATION: The contract will be subject to annual appropriation, should the District fail to appropriate funds for this contract, and the contract will be terminated when existing funding is exhausted.
29. NONDISCRIMINATION: Contractor shall not discriminate in the provision of services because of color, race, creed, national origin, religion, sex, sexual orientation, age, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), American with Disabilities Act (42 U.S.C. Section 12131 et seq.), and other applicable laws requiring no discrimination.
30. NON-ASSIGNMENT: Contractor shall neither assign nor subcontract any right or obligation pursuant to this agreement without prior written consent of Regional San or SASD. Any attempted or purported assignment of any right or obligation pursuant to this agreement without the approval of the District shall be void and of no effect.
31. UNRESTRICTED QUANTITIES: The District are not limited to purchase any or all of its requirements from any contract resulting from this RFP/award.
32. SEVERABILITY: If any term, covenant, or condition of this contract is held by a court of competent jurisdiction to be invalid, the remainder of the contract shall remain in effect.
33. SURVIVORSHIP: Any responsibility of Contractor for warranties, insurance or indemnity with respect to services and work products provided hereunder shall not be invalidated due to the expiration, termination or cancellation of the contract.
34. SUCCESSORS: This contract shall be binding upon and the benefits of this contract shall inure to the successors of the parties hereto.
35. CONTRACTOR NOT AN AGENT: Except as the District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
36. COMPLIANCE WITH ALL LAWS AND JURISDICTION: Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws. The laws of the State of California, the State in which the contract was executed, shall govern the interpretation and enforcement of the contract. The parties agree to submit any disputes arising under the contract to a court of competent jurisdiction located in Sacramento, California.

37. IN WRITING: Oral communications with SacSewer employees about this Request for Quotation/ Bid/Proposal shall not be binding on the District, and shall not excuse the Contractor from any obligation set forth herein. No modifications or amendment to the Request for Quotation/Bid/Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the Contract and Purchasing Services Division buyer.
38. ENTIRE CONTRACT: This contract constitutes the entire contract between the District and Contractor regarding the subject matter hereof. Any prior agreements, whether oral or written, between District and Contractor regarding the subject matter hereof 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 agreed by the parties hereto.
39. SCERS POST RETIREMENT EMPLOYMENT POLICY:

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 SacSewer and a 960-hour per calendar year cap when working for the County or SacSewer.

Upon execution of this Agreement, CONTRACTOR shall report to SacSewer in writing, the names of current and future employees who will provide services under this Agreement, that are retired from Sacramento County employment.

CONTRACTOR must report to SacSewer 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. CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

VI. INVOICING

1. Submit electronic copies of invoices to:

Sacramento Area Sewer District
Sacsewerap@sacsewer.com
10060 Goethe Road
Sacramento, CA 95827

2. Each invoice shall contain a minimum of the following information: invoice number and date; accounts receivable contact name, email, and telephone number, remittance address; contract number, quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total. Each site shall be identified with a District site location.

Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.

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.

VII. INDEPENDENT CONTRACTOR

1. The following will apply when the independent contractor has five or more “full-time” employees. (“Full-time,” as defined by IRS, means persons employed for 20 or more hours per week. Further, “full-time” excludes temporary employees whose term of employment will be less than one-month.) Contractor shall certify that he or she employs five or more “full-time” employees, as defined by IRS. This certification may be in the form of a letter from the Contractor to the purchasing agent.
 - 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 the District. The District are 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 SacSewer harmless from any and all claims that may be made against the District based upon any contention by any third party that an employer-employee relationship exists by reason of 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 the District only insofar as to the tasks to be performed and results to be accomplished by the services hereunder, 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, and District shall have no right or authority over such persons or the terms of such employment.
 - d. It is further understood and agreed that as an independent contractor and not an employee of 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. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the District to employees of District
 - 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.
 - f. 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 Contractor, on account of the persons employed by Contractor.

2. The following will apply when the independent contractor has less than five “full-time” employees, as defined by IRS.
 - a. Notwithstanding Contractor’s status as an independent contractor, SacSewer shall withhold from payments made to Contractor such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding the District’s liability under said laws and does not abrogate Contractor’s status as an independent contractor as described in the contract. Further, Contractor is not included in any group covered by the District present agreement with the federal Social Security Administration

VIII. STANDARD TERMS AND CONDITIONS

1. **PREPARATION OF RESPONSE:** All information requested of the proposer must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.

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 initialed in ink by the person signing the response.

Corrections and/or modifications received after the specified closing time will not be accepted.

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.

Time of delivery may be a consideration in the award.

Prices will be considered as net if no cash discount is shown.

All responses must be signed by an authorized officer or employee of the responder.

Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.

Submit responses in a sealed envelope with the RFQ/RFB/RFP number, closing date, and time shown. If any information contained in the response is considered confidential or proprietary by proposer it must be clearly labeled as such and presented in a sealed envelope within the proposer's response package.

2. **BRAND NAMES:** 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 as to what items are equal is final and conclusive.

When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified.

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

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

5. **TAXES:** Do not include any sales, use, or federal excise taxes in your response.

If your firm is outside California and collects sales tax, please state the amount as a separate item if the District are to remit the tax.

Items purchased for resale will show the District resale permit number on the purchase order.

Exemption certificates will be furnished when federal excise tax is exempted.

6. LIABILITIES: The proposer shall hold Regional San and SASD, 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 its own expense, any and all actions brought against Regional San and SASD or proposer because of the unauthorized use of such articles.
7. CASH DISCOUNTS: In connection with any cash discount specified on this response, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the District Auditor'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 District warrant or check.
8. DEFAULT BY VENDOR: In case of default by vendor, the Regional San and SASD may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the District. Prices paid by the District must be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the District.
9. AWARDS: Regional San and SASD reserve the right to: (1) award responses received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all responses or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of the District. The District decision shall be final.
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. SPECIAL CONDITIONS: Regional San and SASD 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.

IX. RESPONSE PRESENTATION & REVIEW

1. **PROPOSAL CONTENT:** Proposals shall contain the required information described below and be submitted using minimum 12 point font with a maximum of 15 pages (excluding resumes). Please submit five (5) copies of your proposal and mark the original as the “Original” or “Master Copy.” An electronic copy shall also be submitted in a single file, pdf style format. Proposals shall include the following:
 - a. **Cover page (page 1 of this RFP):** Complete and sign.
 - b. **Project Approach:**
 - (1) A Statement of understanding and commitment to perform the services specified shall be provided.
 - (2) Describe the proposed project approach, management strategy, and philosophy.
 - (3) Describe how the interaction between your firm and the District will take place to ensure that the work is performed satisfactorily.
 - (4) Describe your firm’s approach to resolving problems that may be encountered on the job.
 - c. **Qualifications\Experience:** Describe your firm’s qualifications and experience and identify the managers and staff responsible for work if awarded a resultant contract from this RFP, including total number of staff available. Resumes may be included for key staff and will not be counted in the page limit. Submit a copy of organizational chart – organizational chart shall include names of managers, supervisors, and booking\billing personnel. Organizational chart should identify the key individuals who will be managing the work. Include their names, titles, qualification, experience, and current responsibilities.
 - d. **Capacity\Capabilities:** Describe firm size, capabilities, services, skills, training programs, etc. Must include length of experience of management team at the firm, firm’s ability to manage similar size contracts and staffing for like work. This section shall also include the following firm information:
 - (1) Founding date (month and year)
 - (2) Firm size – staff and client base (i.e., local, regional, statewide, etc.)
 - (3) Describe background check procedures for new employees, including what types of background checks are conducted, how (i.e. fingerprinting), by whom, including criminal, DMV, and any other checks performed. Process and timeframes/length of process must be included.
 - (4) Describe employee benefits and retention record.
 - (5) Licenses and permits – Provide a statement verifying that all required business permits are current and valid for operations in the Sacramento area.
 - (6) Identify all available equipment, programs and systems to perform the work, i.e., 24-hour Communications Center, field communication systems, etc.
 - (7) Valid County of Sacramento business license, receipts or other evidence showing payment.
 - e. **Location:** Indicate the location of the office(s) the work will be provided from and the staff/resource allocation at that office(s). Indicate which office location the contract and the operations will be managed from.

- f. References: List three or more clients for whom you have provided similar work. For each of the references, include the organization name, location, contact name and information, contract period, and services performed. Proposer must complete and return **XII – References**, in Section XII, as part of the response to the RFP.
- g. Vendor Price Proposal: Must complete and return **XIII - Vendor Price Proposal**, in Section XII, as part of the response to the RFP.
- h. Exception to Terms: 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 on **XIV – Exception to Terms**, in Section XII, with your proposal. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in your proposal. This will not be included in the page limit.
- i. Conflict of Interest and Non-Collusion Affidavit: Proposer must complete and return **XV - Conflict of Interest and Non-Collusion Affidavit**, in Section XII, as part of the response to the RFP. This will not be included in the page limit.

X. BASIS OF AWARD

1. **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, price, quality, service, previous experience, 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 but by evaluation of all information requested.
2. **EVALUATION:** The evaluation team will include a minimum of three (3) representatives from SacSewer.

Phase 1

In Phase 1, proposals will be examined as to whether or not the proposers understood and responded in accordance with requirements including proper completion and submittal of all required proposal documents.

Proposers who did not respond in accordance with any of the above requirement 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 and SASD will evaluate the proposals on a 100 point basis. The evaluations will then be averaged to determine the best overall proposals.

EVALUATION TABLE

EVALUATION CRITERIA	MAXIMUM POINTS	SCORE
(1) Base Pricing	55	
(2) Experience & References	15	
(3) Qualifications	10	
(4) Equipment Capability	10	
(5) Service Capability	10	
	Total Score -> 100	

1. **Base Pricing:** Proposals will be ranked in numerical order i.e., 1, 2, 3, etc. (one being the highest ranking and 3 being lowest) with the highest ranking based on the lowest overall pricing proposed. Maximum points will be awarded to the Contractor ranked No. 1, and the remaining proposals will be awarded lesser points based on the next lowest pricing in order.

2. **Experience and References:** Points will be awarded based on Contractor's experience providing waste removal services to agencies or companies of size similar to the District. Additionally, points will be awarded for providing three (3) specific references for whom Contractor has provided similar services.

3. **Qualifications:** Points will be awarded based on the information requested within Section IX, Proposal Content.

4. **Equipment Capability:** Points will be awarded based on Contractor's ability to furnish waste removal containers as listed in Worksheet 3 – Vendor Price Proposal, in Section XII of this RFP.

5. Service Capability: Points will be awarded based on Contractor's ability to provide services at the District specified geographical locations/sites.

Phase 3

In phase 3, those proposals with a score of less than 75 will be disqualified. Of the proposals with a score of 75 or greater, the District will select the Consultant's proposal which presents the greatest value to the District.

XI. 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. SacSewer shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of SacSewer's Risk Manager, insurance provisions in these requirements do not provide adequate protection for SacSewer and for members of the public, SacSewer may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount, at SacSewer's expense, to provide adequate protection. SacSewer'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 SacSewer with certificates evidencing coverage required below. **Copies of required endorsements must be attached to certificates.** SacSewer's 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 SacSewer and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by SacSewer before performance commences. SacSewer 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 SacSewer's 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. The Contractor's commercial automobile policy shall be specifically endorsed to include coverage for the transportation of pollutants and/or hazardous materials.

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

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

CONTRACTOR'S POLLUTION LIABILITY: Contractor's Pollution Liability (CPL) insurance which includes coverage arising out of the handling, remediation, cleanup or transport of hazardous materials or hazardous wastes.

CPL shall include but is not limited to:

Insuring all of the services the Contractor provides in the normal course of operations under the Contract. Partial operations coverage is unacceptable. Bodily injury, sickness, disease, sustained by any person, including death; Property damage includes physical injury to or destruction of tangible property including the resulting loss of use thereof; clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and Natural Resources damages. Defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims; Contractual liability coverage, e.g. coverage for liability assumed by the named insured under a written contract or agreement. The policy must provide coverage for third-party claims arising from owned and non-owned disposal sites utilized in the performance of this contract. This coverage can be provided on either claims made or occurrence based policy form. The policy must insure contractual liability, be primary and non-contributory and include Additional Insureds under a written contract or agreement, or specifically endorsed as applicable.

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:

Each Occurrence:	\$2,000,000
Personal and Advertising Injury:	\$2,000,000
Products and Completed Operations:	\$2,000,000
Products and Completed Operations Aggregate:	\$4,000,000
General Aggregate:	\$4,000,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$3,000,000 Combined Single Limit, including coverage for the transportation of pollutants and/or hazardous materials.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

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

Contractor's Pollution Liability: \$4,000,000 per claim or occurrence 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 accepted by SacSewer.

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**. SacSewer's 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 SacSewer 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 SacSewer with evidence of each policy's renewal 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.
- c. If CPL coverage is written on a claims made form, the following provisions apply:
 - (1) The "Retro Date" must be shown and must be on or before the date of the Contract or beginning of the work.
 - (2) Contractor shall maintain the required CPL policy at not less than the required minimum limits, for not less than three (3) years after completion of the contract.
 - (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 three (3) years after completion of the contract.

7. Commercial General Liability, Contractor's Pollution Liability and Commercial Automobile Liability:

- a. ADDITIONAL INSURED STATUS: SacSewer and the COUNTY OF SACRAMENTO and their officers, directors, officials, employees, agents and volunteers (each an "Additional Insured Party," and collectively "Additionally Insured Parties") are to be included 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 in the performance of the work; 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 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 SacSewer 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 SacSewer or any Additional Insured Party, CONTRACTOR shall give prompt and timely notice thereof to SacSewer. 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.

XII– REFERENCES

References should be from current or recently managed waste disposal contracts.

Reference One:

Account\Client Name	
Address	
Contact Person/Title	
Phone Number/Email	
Contract Dates and Serviced Provided	

Reference Two:

Account\Client Name	
Address	
Contact Person/Title	
Phone Number/Email	
Contract Dates and Serviced Provided	

Reference Three:

Account\Client Name	
Address	
Contact Person/Title	
Phone Number/Email	
Contract Dates and Serviced Provided	

XIII– VENDOR PRICE PROPOSAL

In accordance with all provisions, terms and conditions set forth herein, contractor proposes fees as indicated below. Incentive pricing or rebates must be calculated by the proposer and factored into the Vendor Price Proposal to be considered during evaluation. Continue to next page for Legend*.

Waste Bin Delivery, Waste Pickup, and Waste Bin Removal Fees associated with Specified Waste Bins

Waste Bin Capacity (yd)	Waste Bin Type	Fees Per Week						On-Call	Disposal Rate	One- Time Waste Bin Delivery Fee	One- Time Waste Bin Removal Fee
		Frequency of Hauls Per Week									
		1	2	3	4	5	6				
2 yd	FL Trash										
3 yd	FL Trash										
4 yd	FL Trash										
5 yd	FL Trash										
6 yd	FL Trash										
8 yd	FL Trash										
10 yd	RO Trash										
15 yd	RO Trash										
25 yd	RO Trash										
30 yd	RO Trash										

40 yd	RO Trash										
20 yd	RO Trash										
4 yd	FL Recycle-Standard										
5 yd	FL Recycle-Standard										
10 yd	RO Recycle-Green Waste										
30 yd	RO Recycle-Green Waste										
40 yd	RO Recycle-Green Waste										
10 yd	RO Recycle-Metal										
20 yd	RO Recycle-Metal										
40 yd	RO Recycle-Metal										
10 yd	RO Recycle-Wood										
40 yd	RO Recycle-Wood										
60 gal	Food Waste/Organics										
64 gal	Food Waste/Organics										

10 yd	RO Concrete										
10 yd	RO Grit Auger										
15 yd	RO Grit Auger										
15 yd	RO Sand										
25 yd	RO Screenings- Sludge										

Legend*

Gal	Gallon
FL	Front Load
RO	Roll-Off
Yd	Cubic Yard
Grit Auger	General Sewage Debris
Sand	Sand Used for Sand Bagging
Screens-Sludge	General Sewer Debris-Non Liquid Solid

XIV– EXCEPTION TO TERMS

Proposer must record in the matrix below specific exceptions to contract terms and conditions which they will seek from the District.

Page(s)	Section, Paragraph, & Title of Term or Condition	Exception Taken

XV – CONFLICT OF INTEREST AND NON-COLLUSION AFFIDAVIT

In accordance with this Request for Proposal, I certify that:

(Legal Entity Name of Firm)

1. Does not and will not have a financial interest in any business, property or source of income, which could be financially affected or otherwise conflict in any manner with the performance of services under this request for proposal; and
2. Has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this request for proposals; and
3. Is not currently suspended or debarred from doing business with any government entity.

I affirm that the above is true and correct to the best of my knowledge under penalty of perjury under the laws of the State of California.

Name

Date

Title

Legal Entity Name of Firm

**APPENDIX A
WASTE BIN USAGE REPORT - 2025**

District	Location	Load Style	Bin Type	Bin Size	Quantity	Pick-up Frequency	Service Days
SASD	NACY	FL	Trash	4Y	5	1xW	Tues
SASD	NACY	FL	Recycle-Regular	4Y	2	EOW	Wed
SASD	NACY	RO	Recycle-Green Waste	10Y	1	On-Call	Weekday TBD
SASD	NACY	RO	Recycle-Wood	10Y	1	On-Call	Weekday TBD
SASD	SACY	FL	Trash	5Y	2	2xW	Tues, Fri
SASD	SACY	FL	Trash	3Y	1	2xW	Tues, Fri
SASD	SACY	NA	Food Waste	64 Gallon	1	On-Call	Weekday TBD
SASD	SACY	RO	Recycle-Metal	40Y	1	On-Call	Weekday TBD
SASD	SACY	RO	Recycle-Green Waste	30Y	1	On-Call	Weekday TBD
SASD	SACY	FL	Trash	4Y	1	1xW	Tues
SASD	SACY	FL	Recycle-Regular	5Y	1	1xW	Tues
SASD	EchoWater	RO	Screenings/Sludge	25Y	4	2xW	Tues, Thurs
SASD	EchoWater	RO	Grits	15Y	5	2xW/ On-Call	Tues, Thurs/ Weekday TBD
SASD	EchoWater	FL	Trash	3Y	2	2xW	Tues/Friday
SASD	EchoWater	FL	Trash	4Y	4	2xW	Tues/Friday
SASD	EchoWater	FL	Trash	4Y	7	1xW	Tues
SASD	EchoWater	FL	Trash	6Y	1	2xW	Tues/Friday
SASD	EchoWater	FL	Recycle-Regular	4Y	4	2xW	Tues/Friday
SASD	EchoWater	NA	Food Waste/Organics	60 gallon	2	1xW	Tues
SASD	EchoWater	RO	Concrete	10Y	1	On-Call	Weekday TBD
SASD	EchoWater	RO	Metal	20Y	1	On-Call	Weekday TBD
SASD	EchoWater -Bufferlands	RO	Trash/Greenwaste	40Y	1	On-Call	Weekday TBD

BIN TYPES
Trash
Recycle-Standard
Recycle-Green Waste
Recycle-Metal
Recycle-Wood
Recycle-Concrete
Food Waste/Organics
Grit Auger
Screenings/Sludge

LEGEND
RO = Roll-off
FL = Front Load
GAL = Gallon
OC - On-call
1XW - 1 time per week
2XW - 2 times per week
3XW - 3 times per week
EOW - Every other Week
OT - Overtime
RT - Regular Time
Y = Cubic Yard
EchoWater = EchoWater Resource Recovery Facility
NACY = North Area Corporation Yard
SACY = South Area Corporation Yard