



REQUEST FOR PROPOSALS

FOR

FLEET MANAGEMENT INFORMATION SYSTEM

**SACRAMENTO AREA SEWER DISTRICT
INTERNAL SERVICES DEPARTMENT
IT PROJECT MANAGEMENT OFFICE**

REQUEST FOR PROPOSALS (RFP) No. 9157

ISSUE DATE: Wednesday, September 10, 2025

**DUE DATE & TIME: Thursday, October 30, 2025, 3:00 PM Pacific Time
(PT)**

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1. INTRODUCTION

The Sacramento Area Sewer District (SacSewer) is a sewage collection, treatment, and resource recovery utility providing service to more than 1.6 million people in a 386 square-mile service area in the Sacramento region. SacSewer's service area includes the unincorporated areas of Sacramento County, and the cities of Citrus Heights, Rancho Cordova, Elk Grove, Folsom, Sacramento, and West Sacramento.

SacSewer owns and operates over 5,000 miles of sewer pipes and is responsible for the operations and maintenance of those pipes. Sewage is collected from residential, commercial, and industrial customers and conveyed to SacSewer's EchoWater Resource Recovery Facility (EchoWater Facility) near Elk Grove.

The following is SacSewer's mission and vision:

Mission: *Serving our community by protecting public health and the environment through sewage collection, treatment, and resource recovery..*

Vision: *Setting the bar for excellence in utility management and environmental sustainability.*

2. BACKGROUND

SacSewer's fleet consists of approximately 575 vehicles and pieces of equipment over three locations. Currently, Fleet Management utilizes IBM Maximo Fleet Management software for various functions, including work order management, a database for vehicle information and inventory management, cost tracking, repair tracking, maintenance scheduling, maintenance history, and warranty tracking. This software serves as the system of record for all maintenance activities performed on the fleet, making it a critical component of the Fleet Management operations. SacSewer would like to expand these current functions to include integration with fuel management, Global Positioning System (GPS), and Telematics software.

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Please refer to the table below that shows the composition of SacSewer’s fleet assets.

Fleet Composition	
Description	Quantity
Light Duty Vehicles Gross Vehicle Weight Rating (GVWR) < 10,000	185
Medium Duty Vehicles GVWR 10,001-26,000	100
Heavy Duty Vehicles GVWR > 26,000	60
Miscellaneous Trailers & Equipment	101
Construction/ Agriculture Equipment	45
Portable Pumps and Generators	39
Boats	5
Carts and Other Miscellaneous	40

3. OBJECTIVE

SacSewer is seeking proposals from qualified vendors to provide comprehensive Fleet Management Information System (FMIS) software and services solutions for its fleet of vehicles and equipment. The chosen system will manage all fleet assets for SacSewer, servicing three locations. The system will provide SacSewer with the ability to manage its fleet more effectively and efficiently while adhering to SacSewer’s Fleet Management Policy and regulatory requirements. SacSewer intends to award a contract with an initial term of three years, with an option to extend for two additional one-year terms, unless terminated earlier or amended.

A Fuel Management System and GPS and Telematics are not within scope of this RFP.

4. RFP TIMELINE

Event or Action	Deadline
Release of RFP	September 10, 2025
Confidentiality and Non-Disclosure Agreements to be received by SacSewer	September 24, 2025, by 3:00 PM Pacific Time (PT)
Pre-Proposal Conference	October 2, 2025, 9:00 AM to 11 AM PT
Submission of additional questions on this RFP	October 8, 2025, by 5:00 PM PT
Final date to provide Responses to Questions on Business Opportunities webpage	October 16, 2025
Proposals to be received by SacSewer	October 30, 2025, 3:00 PM PT
Product Offering Demonstrations, Evaluation (2 to 4 hours in length)	To occur between November 17 and December 5, or later, if necessary
Notice of Intent to Award	December 10, 2025, or later

5. PRE-PROPOSAL CONFERENCE

Attendance at the virtual pre-proposal conference is required. The purpose of the meeting is to review and clarify project requirements, respond to questions from the prospective proposers and present the security questions and architectural diagram to the RFP respondents. Prospective proposers must email SacSewer's designated point of contact, denoted in Section 6 of this RFP, with the name and email addresses of attendees and a signed Confidentiality and Non-Disclosure Agreement (NDA), which is attached to this RFP as Attachment A, by the deadline stated in Section 4 of this RFP. Prospective proposers who submit an email with all of the requested information and an NDA will be provided an email response back from SacSewer that will confirm that the NDA was properly completed, a link to join the virtual meeting for the pre-proposal conference, and a document packet with technical information about this project.

Pre-Proposal Conference

Date & Time: See Section 4 of this RFP.

Location(s): Virtual; a meeting invite will be provided to those proposers who submit an NDA by the stated deadline.

Duration: Up to 2 hours

6. QUESTIONS AND COMMUNICATION ABOUT THIS RFP

All communication regarding this RFP should be directed to Alexander Montes via email at montesa@sacsewer.com, SacSewer's designated point of contact. Questions about this RFP should be submitted to SacSewer's designated point of contact via email no later than the date and time stated in Section 4 of this RFP. Inquiries and responses will be posted at <https://www.sacsewer.com/business-opportunities/> by no later than the date stated in Section 4 of this RFP. Please note SacSewer will respond only to technical questions. Under no circumstances will interpretive guidance be provided. No oral interpretations shall be made to any respondent as to the meaning of any of the documents.

It is the responsibility of interested firms to periodically check the SacSewer website for addenda to this RFP and responses to inquiries.

7. SCOPE OF SERVICES

The scope of services will include, but is not limited to, those stated below. A submitted proposal must address the entire scope of services listed.

Base Services

The services listed below are expected to be performed for this project.

1. Determine if the system will be on-premises, hybrid, or in the cloud.
 - a. For any cloud-based deployments, it is preferred that the solution is either FedRAMP or StateRAMP Certified.
2. Implement a fleet management system based on business requirements and system capabilities.
3. Install and configure vendor fleet management system.
4. Install and configure vendor fleet management system in Demo, Development, Test, and Production environment
5. Configure Secure Socket Layer (SSL), Security Asset Markup Language (SAML), Single Sign On (SSO), and Active Directory authentication for the vendor system.
6. Assist with configuring integration endpoints as needed for integration modernization.
7. Provide technical requirements and documentation as required:
 - a. Provide recommended fleet management configuration.
 - b. Provide a technical plan and requirements for implementing the recommended fleet management configuration.
 - c. Provide descriptive documentation of all fleet management-related configuration work in all environments (Development, Test, and Production)
 - d. Provide architectural diagrams for fleet management configuration for all environments (Development, Test, and Production)
8. Provide standby post-go-live support for at least 30 business days after the fleet management implementation is completed.
9. Provide a minimum 30-day warranty period post-go-live.

Optional Services

The services listed below may need to be performed for this project, but SacSewer will make final determination if the services are needed at a future point in time and will notify the awarded proposer in writing.

1. Post-implementation Support Services
 - a. Post-implementation technical support services for additional software support, enhancements, future upgrades, and consulting services for any related systems and processes. This optional service will be compensated based on a Time and Materials basis. Proposers should provide the rates for hourly labor and materials that may be needed to render these services. This optional service includes:

1. Technical support and system maintenance services.
 2. Consulting and advisory services regarding improvements to systems and business processes.
 3. Any related infrastructure enhancements, including the addition of additional applications or add-ons.
 4. Fleet Management System patch installs and upgrades.
 5. Other related services as required.
- b. The post-implementation support services for this project will be non-exclusive and SacSewer reserves the right to solicit contracts from additional vendors for any related applications as it determines necessary. SacSewer does not guarantee a specific volume of post-implementation support services.

8. BASIS FOR COMPENSATION

Please include the following information for the basis for compensation:

- a. Indicate the compensation structure that would be used to charge for Base Services # 1 through 11, and Optional Services # 1 and #2 (e.g., time and materials/expenses, fixed fee, etc.). Provide proposed pricing for services and provide a written explanation of what services are covered in the pricing.

9. ORGANIZATION AND CONTENT OF PROPOSAL

Prospective proposers must provide complete and current information for all categories listed below. A proposal shall not exceed 30 single-sided pages. The following items will not count against the maximum page count: Transmittal Letter, Table of Contents, Section Dividers, Resumes, Insurance, Conflict of Interest Form, Employment Practices, Exceptions to Sample Agreement Terms and Conditions, and Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia’s Action in Ukraine. In addition, page sizes shall be 8 ½ X 11 with font size no smaller than 12 pt. Figures and tables may be on 11 X 17 sheets.

SECTION	CONTENTS
Cover Letter	Transmittal
a	Company Background
b	Contractor Team
c	Project Overview
d	Detailed Project Approach
e	Related Experience
f	Level of Effort
g	Cost Proposal
h	Implementation Schedule

SECTION	CONTENTS
i	Conflicts of Interest
j	Proprietary Information
k	Insurance
l	References
m	Exceptions to Sample Agreement Terms and Conditions
n	Iran Contacting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia's Action in Ukraine

a. **Company Background**

Provide a brief introduction of your firm. Include office locations, main areas of expertise, number of staff, and company background and history.

b. **Contractor Team**

The proposed project team shall be identified including specific staff responsible for project management, interfacing with SacSewer, and direct supervision of the project's technical output. Key tasks and the associated personnel shall be identified, including their level of participation. A project team diagram shall be included. Resumes shall be attached at the end of the proposal and provide key areas of expertise for each team member. The geographic location and working hours of the firm and key personnel shall be identified. Key interactive staff assigned to this project must be available during Pacific Time work hours, 8 AM to 5 PM, Monday through Fridays, except SacSewer observed holidays. Justification must be provided if key personnel must deviate from those standard working hours. All proposed subcontractors shall be identified. Key subcontractors, relevant experience, and supporting material shall be included in the proposal. Contractor staff must have the appropriate level of experience and expertise to perform the requested work.

If the prime contractor intends to solicit subproposals and/or quotes for certain tasks from qualified subconsultants, subcontractors, other service providers and suppliers, SacSewer expects the prime contractor to solicit qualified firms in the local business community for such services and supplies.

The solicitation conducted should be as broad as possible to reasonably provide opportunities for and encourage relationship building with qualified minority and women-owned firms, and small and local businesses in the Sacramento community. The prime contractor shall not discriminate in the solicitation process.

Substitution of any subconsultants, subcontractors, other service providers and suppliers identified in the proposal upon which the Agreement is based shall not be made without written consent of SacSewer.

c. **Project Overview**

Provide a narrative description of the proposed project based on the Scope of Services, including a high-level summary of your proposed FMIS solution that states the platform type (cloud-based, on-premise, hybrid) and core capabilities. Explain how your solution aligns with SacSewer's objectives to streamline maintenance processes, enhance compliance, and improve data accuracy.

Please detail how the solution addresses each of the following capability areas:

- Maintenance scheduling: Preventive and corrective maintenance capabilities.
- Coding system: Vehicle Maintenance Reporting Standards (VMRS) or other. Describe how the proposed coding system integrates with other fleet management tools, databases, and regulatory compliance requirements.
- Compliance management: Features to ensure compliance with Advanced Clean Fleet (ACF), Basic Inspection of Terminals (BIT), Clean Truck Check, Off-Road Diesel regulations, and SMOG.
- Inventory management: Tools for managing parts and supplies.
- Reporting and analytics: Customizable reports and dashboards.
- Integration: Compatibility with existing systems such as Enterprise Resource Planning (ERP), GPS and telematics, and fuel management systems.
- Artificial intelligence (AI): Capabilities, and ability to optimize performance and analyze and develop key data.
- Key Performance Indicator (KPI) Identification: Describe how your system identifies and tracks KPIs relevant to fleet management, such as uptime, maintenance cost per mile, compliance rates, and fuel efficiency.

d. **Detailed Project Approach**

Provide a detailed description of the proposed approach, conforming to IT best practice standards where applicable, to the project as described above. The description must include details about implementing the tasks described in the Scope of Services and any recommended revisions to the list of tasks. The description must also include a comprehensive list of all documents, data, and resources required from SacSewer to facilitate system customization, data migration, and integration. This should cover any existing databases, technical specifications, compliance records, and other relevant information needed for the design and implementation of the system. The approach should recognize, address, and provide for the resolution of all aspects of the project.

Include also a table indicating which of the business requirements and system capabilities are met by the proposed system.

Describe your firm's project management methodology, project manager duties/services, and escalation path.

e. **Related Experience**

Provide a summary of recent experience with similar projects (similar fleet size) that the proposed team has completed. These similar projects must include situations which required the proposed team to collaboratively work with a customer's other vendors, contractors, and/or consultants. The description of each project should include the year(s) during which the work was performed and the firm's role in the project, responsibilities of key team members, a contact person, including telephone number of the project owner, and the names of the customer's other vendors, contractors, and/or consultants.

f. **Level of Effort**

Provide a table showing the proposed total level of effort (LOE), in hours, required to complete each task identified in the scope of services. The table shall show, by task, the individual estimated involvement of each key staff member presented in the team organization chart. SacSewer will monitor the involvement of these key staff over the course of the project to confirm their involvement. Supporting staff can be shown by various classes of employees to be used for the services. Services provided by subcontractors shall be shown separately within the table.

g. **Cost Proposal**

Provide a detailed description of the compensation structure that would be used to charge for Base Services # 1 through 11 and Optional Services # 1 and #2 (e.g., time and materials, fixed fee, etc.). Provide proposed pricing for services and provide a written explanation of what services are covered in the pricing.

If the proposed solution is hosted, provide rates for hosting and data storage.

The following requirements and conditions will be applicable if compensation is structured on a time-and-materials basis:

- i. Direct hourly labor rates for those staff to be billed for the project.
- ii. Estimated labor hours (LOE) and fee by task.
- iii. Types and estimated amount of non-labor costs to be billed to the project.

- iv. Adjustments in rates predicted to occur during the term of the awarded agreement. For budgeting purposes, a maximum escalation rate of 3 percent per year should be assumed and will be discussed during fee negotiations.
- v. Sub-consultant costs. A maximum markup of 5 percent is permitted.
- vi. Other direct costs (ODCs). A maximum markup of 5 percent is permitted.
- vii. Lodging, meals, and travel shall be reimbursed as follows:
 - 1. Per diem for lodging (equal to the federal standard Continental United States (CONUS) per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work night, up to five (5) nights per week.
 - 2. Per diem for meals and incidentals (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each workday, up to five (5) days per week.
 - 3. Airfare and local and home transportation costs will be reimbursed at cost.
 - 4. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link: <https://www.irs.gov/tax-professionals/standard-mileage-rates>

h. Implementation Schedule

A schedule for completion of the project shall be submitted with the proposal. All major milestones and meetings shall be included in the schedule, and time shall be allocated for staff review.

i. Conflicts of Interest

Firms submitting proposals in response to this RFP must disclose to SacSewer any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other people relative to the services to be provided to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect must be included in the proposal. Proposers must submit with their proposal a completed “Conflict of Interest and Non-Collusion Affidavit” Form attached hereto as Attachment B.

j. Proprietary Information

Any information submitted in a proposal in response to this RFP that the proposer considers to be proprietary must be identified as such, and the proposer must include the legal basis for a claim of confidentiality. SacSewer will not assert the confidentiality of such information unless the proposer executes and submits a written agreement prepared by SacSewer to defend and indemnify the agency for any liability, costs, and expenses incurred in asserting such confidentiality as part of the proposal. The final determination

as to whether or not SacSewer will assert the claim of confidentiality on behalf of the proposer is in the sole discretion of SacSewer.

k. **Insurance**

Provide a summary of the proposer's present and proposed insurance coverage, including commercial general liability, automobile liability, workers' compensation, property damage, employer's liability, and professional liability or errors and omissions liability for the duration of the contract. Please see Attachment C - Sample Agreement and refer to Exhibit B for SacSewer insurance requirements.

l. **References**

The proposer must provide at least three external references from clients who have utilized similar services within the past 24 months. These references should be able to verify the proposer's performance on projects of comparable size and scope. Preferably, references should be from current or previous public agency clients. The following information is required for each reference:

- i. Contact person name
- ii. Organization name
- iii. Organization address
- iv. Organization phone number
- v. Contact person's email address
- vi. Service description: A summary of the services provided, including the dates when the services were delivered.

m. **Exceptions to Sample Agreement Terms and Conditions**

Provide a list of specific exceptions to contract terms and conditions that the proposer will seek from SacSewer's Sample Agreement. The Sample Agreement is incorporated into this RFP package as Attachment C.

If a proposer does not seek any exceptions from the contract terms and conditions in SacSewer's Sample Agreement, then a statement stating such must be included in this section.

n. **Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia's Action in Ukraine**

Please see Section 14 of this RFP for additional information on the Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia's Action in Ukraine. If either or both forms are completed, they must be placed in this section of the proposal.

If a proposer’s proposal does not meet the requirement for either condition, then a statement stating such must be included in this section.

10. PROPOSAL SUBMISSION INSTRUCTIONS

Please submit one (1) original hard copy, five (5) additional duplicate hard copies, and one (1) electronic digital media copy by the proposal submission deadline stated in Section 4 of this RFP. A submitted proposal should be addressed to the following:

Deliver To:
 Sacramento Area Sewer District
 Attn: Alexander Montes
 10060 Goethe Road,
 Sacramento, CA 95827

All proposals received after the deadline stated in Section 4 of this RFP will not be accepted.

11. PROPOSAL RATING CRITERIA

The criteria for evaluating the proposals are described below:

Criteria	Point Value
Overall Responsiveness to RFP Requirements	5
Company Background	5
Contractor Team	5
Project Overview	5
Detailed Project Approach	20
Ability to Meet Business Requirements and System capabilities	25
Related Experience	15
Level of Effort	5
Cost Proposal	10
Implementation Schedule	5
Subtotal for written proposal evaluation	100
Product Offering Demonstrations (for those invited proposers)	50
Total	150

12. SELECTION PROCESS

In order to be considered, interested proposers must submit a complete proposal document, with organization and content consistent with Section 9 of this RFP, by the proposal submission deadline stated in Section 4 of this RFP.

The ranking of the proposals will be based on capability/qualifications criteria. Proposals will be evaluated in three phases as follows:

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

- 1) Proper completion and submittal of required proposal documents; and
- 2) Related experience requirements met or exceeded.

Phase 2: Proposals that meet the requirements in Phase 1 will be evaluated and scored using the table in Section 11 of this RFP. The table identifies criteria used in the determination of the final proposal ranking. If any single criterion score fails to be above zero, the proposal will be automatically rejected. Those proposals with a weighted score of less than 60 will be disqualified. Based upon the evaluation of the proposals and reference checks, four (4) proposers with the most responsive proposals will be invited to demonstrate their product offerings to further aid the selection process.

Phase 3: SacSewer will enter into negotiations with the most responsive proposer. If a mutually agreeable contract is unable to be negotiated, SacSewer will conclude negotiations with said proposer, and commence negotiations with the proposer with the next highest ranked proposal. This process will continue until an agreement is successfully negotiated or the entire list of eligible proposers is exhausted.

SacSewer reserves the right:

- **To reject any or all Proposals, or any part thereof; and**
- **To select more than one proposer; and**
- **To waive any informality in the Proposal; and**
- **To accept the Proposal that is in the best interest of SacSewer.**

All of SacSewer's decisions will be final.

13. AWARD OF CONTRACT

Award of contract can be made to one or more proposers with the best value and overall response to the requirements of this RFP. SacSewer may select whichever proposal it determines will best serve its interests. The successful proposer(s) will be selected in accordance with the selection process identified in Section 12 above, and any addenda thereto, except for such immaterial deviation as may be waived by SacSewer. Selection is expected to be made on or about June 2025, subject to final approval by the SacSewer Board of Directors. All proposers who submitted a responsive proposal will be notified of the outcome of the selection process.

14. ADDITIONAL TERMS AND CONDITIONS

a. Federal Exclusion List

SacSewer is prohibited from awarding this contract to any person, entity or business that is on the Federal Exclusion List (<https://www.sam.gov/>). If you or your firm is on this list, then SacSewer cannot award this agreement to you, and you should not provide a response to this RFP. In addition, the proposer certifies that it shall not contract with a subcontractor that is debarred, suspended or on the Federal Exclusion List.

b. Revision of Proposal

Proposers may withdraw or revise a proposal on the proposer's initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original proposal on or before the listed proposal's due date and time. In no case will a statement of intent submitting a revised proposal extend any due date. At any time during the proposal evaluation process, SacSewer may request a proposer to provide oral or written clarification of its proposal.

c. Errors and Omissions in Proposal

Failure by SacSewer to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any Agreement awarded pursuant to the RFP.

d. Iran Contracting Act Disclosure

Pursuant to the Iran Contract Act of 2010 (California Public Contract Code, Sections 2202-2208), proposers are ineligible to submit a proposal for projects with a public entity for goods or services of one million dollars (\$1,000,000) or more if the proposer engages in investment activities in Iran.

The Iran Contracting Act Disclosure Form, incorporated into this RFP package as Attachment D, shall be completed and submitted by participating firms if the total cost of their proposed solution is in excess of \$1,000,000. The Iran Contracting Act Disclosure

Form will also need to be completed by the awarded proposer(s) if the total value of their agreement exceeds \$1,000,000 during its entire term.

e. Economic Sanctions

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SacSewer shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Order is in effect.

Compliance With Economic Sanctions In Response To Russia's Actions In Ukraine Form, incorporated into this RFP package as Attachment E, shall be completed and submitted by the participating firms if the total cost of their proposed solution is in excess of \$5,000,000. Compliance With Economic Sanctions In Response To Russia's Actions In Ukraine form will also need to be completed by the awarded proposer(s) if the total value of their agreement exceeds \$5,000,000 during its entire term. SacSewer shall keep the form and other supporting documentation on file as evidence of compliance with the Order.

(END OF PAGE & ATTACHMENTS FOLLOW)

Attachment A

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (“Agreement”) is entered into as of the date last signed below (the “Effective Date”) between the SacSewer, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 et. seq., and _____, a _____ corporation (“Contractor”), collectively referred to as the “Parties.”

RECITALS

A. SacSewer has confidential network/security information (the “Confidential Information”) that it is willing to share with Contractor for the specific purpose of allowing Contractor to determine and prepare the scope of work/proof of concept for Contractor’s services to be offered to SacSewer (the “Purpose”).

B. Contractor wishes to receive and use the Confidential Information for the Purpose.

NOW THEREFORE, in consideration of the mutual undertaking of SacSewer and Contractor, the Parties mutually agree as follows:

1. SacSewer agrees to disclose the Confidential Information to Contractor and Contractor agrees to receive and use the Confidential Information for the Purpose only and for no other reason.
2. SacSewer shall maintain ownership of the Confidential Information and any derivative product. Contractor shall use at least the same degree of care that it would use to protect its own confidential information, but at least a reasonable degree of care, and take appropriate administrative, technical, and physical security safeguard measures to preserve and maintain the confidentiality of the Confidential Information. Contractor shall ensure that any personnel of Contractor who are granted access to the Confidential Information are familiar with the terms of this Agreement and comply with its terms as they relate to the duties of such person. Contractor shall not disclose the Confidential Information to anyone except for Contractor’s attorneys, accountants, and employees, who have a legitimate need to know. At the conclusion of the Purpose or upon termination of this Agreement, whichever occurs first, Contractor shall return to SacSewer or destroy, all hard copies of the Confidential Information, and Contractor shall permanently delete any electronic versions or copies of the Confidential Information contained in any medium or format. This section shall survive termination of the Agreement.
3. The term of this Agreement shall begin on the Effective Date and terminate on June 30, 2026, unless terminated earlier pursuant to this Agreement. Either party may terminate this Agreement for any reason upon ten (10) days’ written notice to the other Party. SacSewer may terminate this Agreement immediately without advance notice upon breach of the Agreement by the Contractor.

4. Contractor agrees that a breach of the provisions of this Agreement by Contractor will cause irreparable harm to SacSewer, and therefore Contractor agrees that injunctive relief is an appropriate means to enforce this Agreement in addition to any other remedies available to SacSewer. In the event a breach of this Agreement by Contractor or any agent or employee of Contractor is proven to have occurred, Contractor agrees to indemnify the SacSewer for any liabilities, costs, and expenses, including but not limited to attorneys' fees incurred by in connection with the breach.

5. All information disclosed by SacSewer pursuant to this Agreement is disclosed "As Is" and without warranties. This Agreement sets forth the entire understanding of the Parties as to the confidentiality and nondisclosure of the Confidential Information and supersedes all other written and oral agreements and understandings between the Parties as to the subject matter. This Agreement may be amended only by a writing signed by both Parties. Contractor shall not assign this Agreement without the advance written permission of SacSewer. This Agreement shall be binding upon and inure to the benefit of any successors and assigns of Contractor. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sacramento. Contractor represents, warrants, and agrees that the person executing this Agreement on its behalf has the full right and authority to do so and to legally bind Contractor to all the terms and obligations of this Agreement. All notices required by this Agreement shall be in writing to the address below and may be made by personal delivery or overnight courier, which shall be effective upon receipt, or by U.S. postage prepaid mail, which shall be effective three business (3) days after deposit in the U.S. mail.

Sacramento Area Sewer District, a county _____,
sanitation district pursuant to and operating
under the authority of the County Sanitation a _____ corporation
District Act, commencing at Health and Safety
Code section 4700 et. seq.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPROVED AS TO FORM

By: _____

Diane McElhern,
District Counsel

ATTACHMENT B

CONFLICT OF INTEREST AND NON-COLLUSION AFFIDAVIT

IN ACCORDANCE WITH THIS PROPOSAL, I CERTIFY THAT OUR BUSINESS:

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 proposals;
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

Business Name

Attachment C

SACRAMENTO AREA SEWER DISTRICT

AGREEMENT FOR (Title)

THIS AGREEMENT is made and entered into on _____ by and between the SACRAMENTO AREA SEWER DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 et.seq., hereinafter referred to as "SacSewer," and [CONTRACTOR NAME], a [nature of business, such as: an individual, a partnership, a California corporation, etc.], hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, SacSewer have determined that it is desirable to retain a contractor to provide for [description of services to be rendered]; and

WHEREAS, CONTRACTOR has proposed to provide the requested services for the compensation to be provided herein; and

WHEREAS, SacSewer issued a Request for Proposal (RFP) and selected CONTRACTOR from among the respondents on the basis of CONTRACTOR submitting the proposal providing the best meeting of SacSewer's needs and providing the best value; and

WHEREAS, SacSewer and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, SacSewer and CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit [Identifier], which is attached hereto and incorporated herein.

2. **TERM**

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be [Date].

3. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO SACSEWER:

TO CONTRACTOR:

Sacramento Area Sewer District
10060 Goethe Rd.
Sacramento, CA 95827
Attn: Contracts Payment Desk

Name
Address
Attn:

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. **COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable federal, state, and county and SacSewer laws, regulations and ordinances.

5. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. **ECONOMIC SANCTIONS**

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SacSewer shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

7. **LICENSES AND PERMITS**

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento (County) and all other appropriate governmental agencies, including any certification and credentials required by SacSewer. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by SacSewer.

B. CONTRACTOR further certifies to SacSewer that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. CONTRACTOR certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

8. **PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services.

9. **OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR provided hereunder shall be the exclusive property of SacSewer and shall be delivered to SacSewer upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by SacSewer. SacSewer recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

10. **STATUS OF CONTRACTOR**

[Option (A)]

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 SacSewer. SacSewer 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 agrees to indemnify, defend, and hold SacSewer harmless from any and all claims, including reasonable attorneys' fees, that may be made against Regional San and SacSewer 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 Regional San and SacSewer 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, and Regional San and SacSewer 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 Regional San and SacSewer, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as an Regional San and SacSewer employee, right to act on behalf of Regional San and SacSewer in any capacity whatsoever as agent, nor to bind Regional San and SacSewer 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 Regional San and SacSewer to employees of Regional San and SacSewer.

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.

[OR Option (B)]

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 Regional San and SacSewer as an independent contractor, CONTRACTOR hereby agrees to indemnify, defend, and hold Regional San and SacSewer harmless from any and all claims, including reasonable attorneys' fees, that may be made against Regional San and SacSewer 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 SacSewer 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 and SacSewer 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 SacSewer, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have:

- (1) Any entitlement as a SacSewer employee.
- (2) Except as otherwise provided by this Agreement, the right to act on behalf of SacSewer in any capacity whatsoever as agent, nor to bind SacSewer to any obligation whatsoever.
- (3) 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 SacSewer to employees of SacSewer.

E. 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 SacSewer's liability under said laws and does not abrogate CONTRACTOR's status as an independent contractor as described in this Agreement. Further, CONTRACTOR is not included in any group covered by SacSewer's present agreement with the federal Social Security Administration.

[AND]

F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that SacSewer shall withhold seven percent (7%) of all income paid to CONTRACTOR under this Agreement for payment and reporting to the California Franchise Tax Board because CONTRACTOR does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

11. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide SacSewer with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8: CONTRACTOR's name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

12. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR's failure to cure such default within 90 days of notice by SacSewer shall be grounds for termination of this Agreement.

13. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from SacSewer: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to SacSewer's Employee Benefits documents for all of its Employee Groups, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between SacSewer and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from SacSewer, CONTRACTOR hereby agrees to indemnify, defend, and hold SacSewer harmless from any and all claims, including reasonable attorneys' fees, that may be made against SacSewer for such benefits.

14. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that SacSewer has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against SacSewer should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

15. SCERS POST RETIREMENT EMPLOYMENT POLICY

A. Any employee of, or contractor retained by, CONTRACTOR who is retired from Sacramento County or SacSewer 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.

B. 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 or SacSewer employment.

C. 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 or SacSewer 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.

16. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

17. LOBBYING AND UNION ORGANIZATION ACTIVITIES

A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

B. If services under this Agreement are funded with state funds granted to SacSewer, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

18. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

A. CONTRACTOR agrees and assures SacSewer that CONTRACTOR and any subconsultants shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of SacSewer, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of SacSewer employees and agents, and recipients of services are free from such discrimination and harassment.

B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

19. 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, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each, 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 property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties 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 Indemnified Parties. Both parties agree to cooperate in the defense of a Claim. To the fullest extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR’s subconsultants or 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.

20. INSURANCE

Without limiting CONTRACTOR’s indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit [Identifier]. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit [Identifier]. It is

understood and agreed that SacSewer shall not pay any sum to CONTRACTOR under this Agreement unless and until Regional San and SacSewer is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

21. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by SacSewer, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to SacSewer under this Agreement.

22. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit [Identifier], or Exhibit [Identifier] as modified by SacSewer in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice in accordance with the procedures prescribed by SacSewer [insert applicable option, e.g. on a monthly basis, upon completion of services, etc.,] for services provided in the prior month.. Invoices shall be submitted to SacSewer no later than the fifteenth (15th) day following the invoice period, and SacSewer shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. SacSewer operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by SacSewer unless CONTRACTOR has obtained prior written SacSewer approval to the contrary.

D. CONTRACTOR shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, SacSewer may withhold payment until such non-compliance has been corrected.

23. SUBCONTRACTS, ASSIGNMENT

A. CONTRACTOR shall obtain prior written approval from SacSewer before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all

applicable provisions of this Agreement. CONTRACTOR shall be held responsible by SacSewer for the performance of any subconsultant whether approved by SacSewer or not.

B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of SacSewer.

24. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon SacSewer unless agreed in writing by the District Engineer and counsel for SacSewer.

25. SUCCESSORS

This Agreement shall bind the successors of SacSewer and CONTRACTOR in the same manner as if they were expressly named.

26. TIME

Time is of the essence of this Agreement.

27. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

28. DISTRICT ENGINEER

As used in this Agreement, "District Engineer" shall mean the District Engineer of the Sacramento Area Sewer District, or his designee.

29. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. SacSewer shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

30. TERMINATION

A. SacSewer may terminate this Agreement without cause upon [number of days] days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by SacSewer to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. SacSewer may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, SacSewer may proceed with the work in any manner deemed proper by SacSewer. If notice of termination for cause is given by SacSewer to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. SacSewer may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to SacSewer is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in SacSewer's yearly proposed and/or final budget are not appropriated by SacSewer for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by SacSewer as a result of mid-year budget reductions.

D. If this Agreement is terminated by SacSewer under paragraph (A) or (C) above:

(1) CONTRACTOR shall cease rendering services pursuant to this Agreement as of the termination date.

(2) CONTRACTOR shall deliver to SacSewer copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

(3) CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

E. If this Agreement is terminated under paragraphs (A) or (C), above, CONTRACTOR shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.

[AND]

F. The District Engineer has authority to terminate this Agreement under paragraphs (A), (B), or (C), above.

31. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by the District Engineer concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. SacSewer shall explain procedures for reporting the required information.

32. AUDITS AND RECORDS

A. Upon SacSewer's request, SacSewer or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as SacSewer deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them promptly available for copying upon SacSewer's request at SacSewer's expense. SacSewer shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

33. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between SacSewer and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between SacSewer and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

34. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

35. 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).

36. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

37. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

38. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

39. SECURITY SUPPLEMENTAL TERMS AND CONDITIONS

CONTRACTOR must adhere to the requirements, and terms and conditions specified in Exhibit D, which is attached hereto and incorporated herein.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SACRAMENTO AREA SEWER DISTRICT, [CONTRACTOR's name, nature of business]
a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 et.seq.

By: _____
Christoph Dobson, District Engineer

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Agreement approved by the Board of Directors with Authority Delegated to the District Engineer to execute the Agreement on behalf of SacSewer.

Agenda Date: _____

Item Number: _____

Resolution No.: _____

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY DISTRICT COUNSEL [OR]

CONTRACT AND CONTRACTOR TAX STATUS REVIEWED AND APPROVED BY DISTRICT COUNSEL

By: _____
Click or tap here to enter text.
Click or tap here to enter text.

Date: _____

Prepared by: _____
Click or tap here to enter text., [Title]
Finance Department

EXHIBIT A to Agreement
Between SACRAMENTO AREA SEWER DISTRICT
And _____

SCOPE OF SERVICES

1. SERVICE LOCATION(S)

- A. Facility Name(s): FACILITY
- B. Street Address: STREET
- C. City and Zip Code: CITY

2. REQUEST FOR PROPOSAL [AND/OR] CONTRACTOR's PROPOSAL

A. The scope of services to be provided by this Agreement consists of those services set forth in CONTRACTOR's Proposal dated [Click or tap to enter a date.](#) attached hereto as Attachment [Click or tap here to enter text.](#) and incorporated herein by this reference. In the event of any conflict, inconsistency, or ambiguity between this Agreement and the Proposal, this Agreement shall govern. CONTRACTOR agrees to perform all services stated in this Agreement for the compensation described herein.

[OR]

A. The scope of services to be provided by this Agreement are those services identified in SacSewer's Request for Proposal (RFP) dated [Click or tap to enter a date.](#), and CONTRACTOR's Proposal dated [Click or tap here to enter text.](#) Both the RFP and the Proposal are hereby incorporated into this Agreement as Attachments [Click or tap here to enter text.](#) and [Click or tap here to enter text.](#), respectively, and made a part of this Agreement. In the event of any inconsistencies or ambiguities, the Proposal shall govern over the RFP, and this Agreement shall govern over all. CONTRACTOR agrees to perform all services stated in this Agreement for the compensation described herein.

[AND]

B. The District Engineer or designee, may negotiate with CONTRACTOR and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of SacSewer.

[Optional]

C. ON-CALL OR SPECIAL SERVICES

Special Services shall be provided by CONTRACTOR on an "on-call" basis: when requested by SacSewer's Project Manager, CONTRACTOR shall provide project-specific proposals and shall commence the proposed services only upon written authorization of SacSewer's District Engineer. CONTRACTOR agrees to perform all services stated in this Agreement for the compensation described herein.

3. **SCHEDULE**

A. CONTRACTOR shall complete the services in an expeditious manner and transmit all applicable materials to SacSewer and SacSewer as stated in Attachment [Identifier] or as mutually adjusted with SacSewer's Project Manager.

[OR]

A. CONTRACTOR shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between SacSewer and CONTRACTOR.

4. **RESPONSIBILITIES OF SACSEWER AND CONTRACTOR FOR SCOPE**

A. SacSewer, or its authorized representatives, shall review all documents submitted by CONTRACTOR and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONTRACTOR. SacSewer shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONTRACTOR's services and of the project.

B. CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by SacSewer shall not be deemed to constitute acceptance or waiver by SacSewer of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

5. **AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK**

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR's assigned personnel, shall have no authority to represent SacSewer or SacSewer staff at any meetings of public or private agencies unless an appropriate SacSewer official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of SacSewer in any capacity whatsoever as agent, nor to bind SacSewer to any obligations whatsoever. SacSewer is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

6. **PUBLICATION OF DOCUMENTS AND DATA**

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of SacSewer without the prior written consent of SacSewer, however submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either SacSewer or CONTRACTOR.

7. **PROJECT PERSONNEL**

In the performance of the services hereunder, CONTRACTOR shall provide the personnel as set forth in the Proposal. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the District Engineer or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:

SacSewer:

NAME:
PHONE:
FAX:
E-MAIL:

CONTRACTOR:

NAME:
PHONE:
FAX:
E-MAIL:

SAMPLE

EXHIBIT B to Agreement
Between SACRAMENTO AREA SEWER DISTRICT
And _____

SACSEWER 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 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 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 provided. SacSewer 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 general public are 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:

A. **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 Risk Manager.

B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001. 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.

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

D. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS: Insurance covering liability for losses resulting or arising from negligent acts, errors or omissions in rendering computer or information technology services or from programming errors, software performance, data damage/destruction/corruption; including without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided under an Agreement.

E. CYBER LIABILITY, INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION AND NETWORK SECURITY and PRIVACY INJURY:

Coverage shall include but is not limited to:

- (1) Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.
- (2) Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
- (3) Administrative expenses for forensic expenses and legal services.
- (4) Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
- (5) Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

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

3. **Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

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

(1) General Aggregate:	\$2,000,000
(2) Products Comp/Op Aggregate:	\$2,000,000
(3) Personal & Adv. Injury:	\$2,000,000
(4) Each Occurrence:	\$2,000,000

B. Automobile Liability:

- (1) Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.

(2) Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. Workers' Compensation: Statutory.
- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- E. Professional Liability with Technology Errors and Omissions: \$2,000,000 per claim and aggregate.
- F. Cyber Liability including errors and omissions, Identity Theft, Information Security and Privacy Injury Liability: \$2,000,000 per claim or incident and \$4,000,000 aggregate.

4. **Deductibles and Self-Insured Retention**

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

5. **Claims Made Professional Liability Insurance**

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

- A. 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.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. **Other Insurance Provisions**

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

7. **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. SACRAMENTO AREA SEWER 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 SACRAMENTO AREA SEWER DISTRICT and the general public are adequately protected.

B. MAINTENANCE OF INSURANCE COVERAGE: The CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide SACRAMENTO AREA SEWER 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 SACRAMENTO AREA SEWER DISTRICT 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.

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

A. ADDITIONAL INSURED STATUS: SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an “Additional Insured Party,” and collectively “Additional Insured Parties”), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR in the performance of work; 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 primary insurance as respects any insurance or self-insurance maintained by 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.

9. Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands, and actions arising out of or resulting from professional services provided under this Agreement.

10. Workers’ Compensation:

WORKERS’ COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed (via a specific endorsement or as required by written contract) to state that the workers' compensation carrier waives its right of subrogation against the SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against SACRAMENTO AREA SEWER

DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents

11. 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 SACRAMENTO AREA SEWER DISTRICT, or any Additional Insured Party, CONTRACTOR shall give prompt and timely notice thereof to SACRAMENTO AREA SEWER 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.

SAMPLE

EXHIBIT C to Agreement
between SACRAMENTO AREA SEWER DISTRICT
And _____

COMPENSATION

1. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$ _____.

2. COMPENSATION COMPONENTS

A. Time and Expenses: Compensation for services rendered shall be paid on a time and expenses basis at the usual and customary rates for the services actually rendered, as stated in CONTRACTOR's Proposal, attached hereto as Attachment [Identifier] and by this reference incorporated herein, and shall not exceed \$ _____. The rates stated in Attachment [Identifier] shall apply for all services provided throughout the term of this Agreement. Total compensation, including fees, expenses, and profit for services rendered by CONTRACTOR shall not exceed the Maximum Total Payment Amount under this Agreement listed above.

B. Special or Optional Services: Compensation in the amount of \$ _____ for services identified in Exhibit [Identifier] as special or optional services may only be released upon written authorization by the District Engineer, or duly authorized designee.

C. Contingency: An additional contingency in the amount of \$ _____ is hereby established for possible additional services that may be identified during performance of the work covered by this Agreement and which are within the general work parameters of this Agreement. Such contingency may only be released upon written authorization by the District Engineer.

D. Rate Increases: SacSewer's Project Manager and CONTRACTOR may negotiate an adjustment to rates effective January 1st of each year throughout the term of this Agreement, effective January 1, 20[XX], provided that annual adjustments shall not exceed a three percent (3%) increase over the prior year's rates. CONTRACTOR shall submit new negotiated rates to SacSewer's Project Manager not less than 30 days prior to said effective date.

Rate increases may only be initiated upon written authorization by the SacSewer's Project Manager. Total compensation, including fees, expenses, and profit for services rendered by CONTRACTOR shall not exceed the Maximum Total Payment Amount under this Agreement listed above.

E. Contractor Expenses:

(1) Non-Reimbursable Expenses Are As Follows: Non-reimbursable expenses include alcoholic beverages, expenses associated with a non-employee who accompanies the employee on official business, personal expenses, and traffic fines or parking tickets.

(2) Invoices: CONTRACTOR must submit itemized invoices that detail labor hours and expenses. In order to be reimbursed for travel related expenses, CONTRACTOR must submit itemized invoices for airfare, hotel stays, cab or shuttle fees, restaurant fees, and related expenses. CONTRACTOR must separate out line items for non-taxable expenses.

(3) Lodging, Meals, and Travel: Lodging, meals, and travel during this contract period shall be reimbursed as follows:

- a. Per diem for lodging (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work night, up to five nights per week.
- b. Per diem for meals and incidentals (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work day, up to five days per week.
- c. Airfare and local and home transportation costs will be reimbursed at cost with no markup.
- d. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link: <https://www.irs.gov/tax-professionals/standard-mileage-rates>

F. Maximum Allowable Markups: Maximum allowable markups will be five percent (5%) on subconsultants and other direct costs (ODCs).

3. **CONTRACTOR COMPLIANCE WITH REQUIREMENTS OF CONTRACT FUNDING RESOURCES**

State Of California Grant Funding - Clean Water State Revolving Fund (SRF) Regulations/Proposition 1

As compensation for services rendered under this Agreement is funded by State grant monies in conjunction with the SRF/Proposition 1, concerning invoices issued under contract, CONTRACTOR is required to segregate expenses into categories including eligible, and those identified as ineligible, pursuant to the State Water Resources Control Board SRF Policy. For information on what constitutes an ineligible expense please visit the following web link for details: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/fy1213/final_policy_0513.pdf

Expenses incurred for lodging, meals, and travel shall be reimbursed as follows:

Per Diem for lodging (up to the California State HR Per Diem rate) will be reimbursed for each work night, up to five (5) nights per week.

Per Diem for meals and incidentals (up to the California State HR Per Diem rate) will be reimbursed for each work day, up to five (5) days per week.

For information on California State HR Per Diem rates please visit the following web link for details: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

4. **ITEMIZED TASKS AND SUBTASKS**

If CONTRACTOR's Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of SacSewer's Project Manager. CONTRACTOR shall promptly notify SacSewer's Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. SacSewer's Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

5. **WORK NOT IN SCOPE OF SERVICES**

CONTRACTOR shall immediately notify SacSewer's Project Manager in writing of any work that SacSewer requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the District Engineer approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR's compensation is approved and executed by both parties.

6. **NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**

CONTRACTOR shall notify SacSewer's Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

7. **SUBMISSION OF INVOICES**

CONTRACTOR shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Sacramento Area Sewer District
10060 Goethe Road
Sacramento, CA 95827
ATTN: CONTRACTS ACCOUNTS PAYABLE

CONTRACTOR shall include the following information on all invoices:

- (1) Contract Number: Click or tap here to enter text.
- (2) Project Name: Click or tap here to enter text.
- (3) Date of Invoice Submission

- (4) Time Period Invoice Covers
- (5) Services Provided and Respective Compensation Requested
- (6) Any other information deemed necessary by CONTRACTOR and/or SacSewer

SacSewer may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CONTRACTOR, which shall be effective upon receipt.

8. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, SacSewer shall address and submit payments to CONTRACTOR at [address in the Notice provision of this Agreement or the following address]

CONTRACTOR's Name

Address

CONTRACTOR may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to SacSewer, which shall be effective upon receipt.

EXHIBIT D to Agreement
between SACRAMENTO AREA SEWER DISTRICT
And _____, hereinafter referred to as “CONTRACTOR”

Security Supplemental Terms and Conditions

I. DEFINITIONS

- a. Application Programming Interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- b. CONTRACTOR:** The contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.
- c. SacSewer Data:** All data created or in any way originating with SacSewer, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with SacSewer, whether such data or output is stored on SacSewer’s hardware, the CONTRACTOR’s hardware, hardware owned by subcontractors of the CONTRACTOR, or exists in any system owned, maintained or otherwise controlled by SacSewer, the CONTRACTOR, or subcontractors of the CONTRACTOR.
- d. Data Breach:** The misappropriation of SacSewer Data in the custody of the CONTRACTOR or the compromise of the security, confidentiality or integrity of SacSewer Data Processing System maintained by the CONTRACTOR.
- e. Cloud Solution:** The use of Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS), and others storing, processing, and/or transmitting of SacSewer Data in environments outside the control of SacSewer.
- f. Hybrid Solution:** The use of both a Cloud Solution and On-Premise Solution.
- g. Internet Protocol (IP) address:** A numerical label assigned to each device connected to a computer network that uses the Internet Protocol for communication.
- h. On-Premise Solution:** The use of a solution that is installed and run on computers that are on SacSewer’s premise.
- i. SacSewer Contacts:** The person or persons designated below in writing by SacSewer to receive Security Incident or breach notification.

Role	Name	Contact Information
Approving Official	Matt Doyle	Desk: (916) 874-7825 CISO@sacsewer.gov
Reporting/Information Security	Information Security Office, Catherine Wild	Desk: (916) 876-6079 ISO@sacsewer.com

II. COMPLIANCE

a. Cloud Solution

1. SacSewer reserves the right to request and review all Third Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. CONTRACTOR must provide a timeframe acceptable to SacSewer to resolve the identified issue and/or implement a compensating control.
2. Any deviation from these requirements must be approved by the SacSewer designee in writing.

b. On-Premises Solution

1. The CONTRACTOR shall ensure that applicable Information Systems the CONTRACTOR provides as a part of this agreement are capable of running the following security tools:

Security Tool	Applicable Information Systems
Crowdstrike Falcon	Servers, Workstations, Non-Hardened Appliance
Tanium	Servers, Workstations, Non-Hardened Appliance
Splunk Universal forwarder or alternative log forwarder	Servers, Workstations, Non-Hardened Appliance, Internet-of-Things (IoT)

2. The SacSewer reserves the right to conduct audits, risk assessments, vulnerability assessments, and penetration tests of the CONTRACTOR's solution.
3. The CONTRACTOR must respond within 30 days to all Critical and Important flaws discovered that could affect the security of the solution.
4. CONTRACTOR must resolve the identified issue and/or implement a compensating control within 90 days.
5. Any deviation from these requirements must be approved by the SacSewer designee in writing.

c. Hybrid Solution

The CONTRACTOR must comply with both Cloud Solution and On-Premises Solution requirements for corresponding system components.

III. NON-DISCLOSURE

The CONTRACTOR shall require commercially reasonable non-disclosure agreements with applicable employees and subcontractors, and limit SacSewer Data knowledge to that which is necessary to perform job duties involved in the performance of this Agreement.

IV. DATA OWNERSHIP

- a. SacSewer solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all SacSewer data. CONTRACTOR neither has nor acquires, any right, title or interest, whether express or implied, in and to SacSewer Data.
- b. CONTRACTOR will only use SacSewer data for the purposes set forth in this Agreement. CONTRACTOR will only access SacSewer data as necessary for performance of this Agreement. CONTRACTOR will not access SacSewer user accounts except to respond to service or technical problems or at SacSewer's specific request.
- c. All SacSewer data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to SacSewer by the CONTRACTOR upon request or upon completion, termination or cancellation of this Agreement. The foregoing sentence does not apply if SacSewer designee authorizes in writing the CONTRACTOR to sanitize and/or destroy the data in a manner acceptable to SacSewer and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data.
- d. Within 90 days following any remittance of SacSewer Data to SacSewer, CONTRACTOR shall, unless otherwise instructed by SacSewer in writing, sanitize and/or destroy any remaining data in a manner acceptable to SacSewer, and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR's sole cost and expense.

V. DATA LOCATION

The CONTRACTOR shall provide its services to SacSewer solely from data centers in the United States (U.S.). Storage of SacSewer Data at rest shall be located solely in data centers in the U.S. The CONTRACTOR shall not allow its personnel or contractors to store SacSewer Data on portable devices, including but not limited to personal computers, except for devices that are used and kept only at its U.S. data centers and used for this Agreement. The CONTRACTOR shall permit its personnel and contractors to access SacSewer Data remotely only as required to provide technical support. The CONTRACTOR may provide technical user support on a 24/7 basis using a follow-the-sun model, unless otherwise prohibited in this Agreement.

VI. NOTIFICATION OF LEGAL REQUESTS

- a. The CONTRACTOR shall immediately notify SacSewer upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests related to all data given to CONTRACTOR by SacSewer in the performance of this Agreement, and in no event later than 24 hours after it receives the request.

- b. CONTRACTOR shall not respond to legal requests related to SacSewer without first notifying SacSewer other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement.
- c. CONTRACTOR shall retain and preserve SacSewer Data in accordance with SacSewer's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by SacSewer to CONTRACTOR, independent of where SacSewer Data is stored, at CONTRACTOR's sole cost and expense.

VII. SECURITY BREACHES

- a. Upon becoming aware of a potential, suspected, or actual Data Breach involving SacSewer data, the CONTRACTOR shall without undue delay (and in no event later than 72 hours of becoming aware of such Data Breach) inform SacSewer and provide written details of the Data Breach, including the type of data affected, the identity of affected person(s), the likely consequences of the Data Breach, any other information SacSewer may reasonably request concerning the affected persons, and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to the CONTRACTOR.
- b. The CONTRACTOR will promptly take reasonable steps to contain, investigate and mitigate any Data Breach. CONTRACTOR will provide timely information about the Data Breach including, but not limited to, the nature and consequences of the Data Breach; the measures taken and/or proposed by CONTRACTOR to mitigate or contain the Data Breach; the status of the CONTRACTOR investigation of the Data Breach; a contact point from which additional information may be obtained; and the categories and approximated number of data records concerned, if available.
- c. CONTRACTOR's communications with SacSewer in connection with a Data Breach shall not be construed as an acknowledgment by CONTRACTOR of any fault or liability with respect to the Data Breach.
- d. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant legal authorities, except as otherwise required by applicable law. In the event of a Personal Data Breach, the CONTRACTOR will provide timely information and cooperation as SacSewer may require to fulfill SacSewer's Data Breach reporting obligations under applicable law; take such measures and actions as are appropriate to remedy or mitigate the effects of the Data Breach; and shall keep SacSewer up-to-date about all developments in connection with the Data Breach.
- e. CONTRACTOR shall perform all requirements in the above subsections (a)-(d) of this section at CONTRACTOR's sole cost and expense.

VIII. ACCESS TO SECURITY LOGS AND REPORTS

The CONTRACTOR shall support logging in a format as agreed to by both CONTRACTOR and SacSewer. Logging capabilities shall include latency statistics, user access, user access internet protocol (IP) address, application programming interface (API) calls for SacSewer's account including the source IP address of the API caller, the request parameters and the

response elements returned, user access history and security logs for all SacSewer Data and digital content related to this Agreement. The logs shall be sufficient to enable SacSewer to perform to SacSewer's satisfaction security analysis, resource change tracking and compliance auditing.

IX. SUBCONTRACTOR DISCLOSURE

The CONTRACTOR shall identify in writing to SacSewer as soon as known by CONTRACTOR all of its strategic business partners related to services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the CONTRACTOR, and who shall be involved in any application development and/or operations.

X. RIGHT TO REMOVE INDIVIDUALS

SacSewer shall have the right at any time to require that the CONTRACTOR remove from interaction with SacSewer any CONTRACTOR representative who SacSewer believes is detrimental to its working relationship with the CONTRACTOR. SacSewer shall provide the CONTRACTOR with notice of its determination, and the reasons it requests the removal. If SacSewer signifies that a potential security violation exists with respect to the request, the CONTRACTOR shall immediately remove such individual. The CONTRACTOR shall not assign the person to any aspect of this Agreement or future work orders without SacSewer's consent.

XI. TERMINATION AND SUSPENSION OF SERVICE

- a. In the event of termination of this Agreement, the CONTRACTOR shall implement an orderly return of SacSewer Data in a mutually agreeable format at CONTRACTOR's sole cost and expense. The CONTRACTOR shall guarantee the subsequent secure disposal of SacSewer Data.
- b. During any period of suspension or contract negotiation or disputes, the CONTRACTOR shall not take any action to intentionally erase any SacSewer Data.
- c. In the event of termination of any services or this Agreement in entirety, the CONTRACTOR shall not take any action to intentionally erase any SacSewer Data for a period of 90 days after the effective date of the termination. After such 90-day period, the CONTRACTOR shall have no obligation to maintain or provide any SacSewer Data and shall thereafter, unless legally prohibited, dispose of all SacSewer Data in its systems or otherwise in its possession or under its control at CONTRACTOR's sole cost and expense. Within this 90- day timeframe, CONTRACTOR will continue to secure and back up SacSewer Data covered under this Agreement.
- d. SacSewer shall be entitled, at no additional cost to SacSewer, to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
- e. When requested by SacSewer, the provider shall at CONTRACTOR's sole cost and expense destroy all requested data in all of its forms, for example: disk, CD/DVD, backup

tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. - Certificates of destruction shall be provided to SacSewer at no additional cost to SacSewer.

XII. CONTRACT AUDIT

The CONTRACTOR shall allow SacSewer to audit conformance to the Agreement terms. SacSewer may perform this audit or contract with a third party at its discretion and at SacSewer's expense.

XIII. WEB ACCESSIBILITY (ONLY APPLICABLE TO WEB-BASED SOLUTIONS)

SacSewer strives to achieve web accessibility by complying with the requirements of Section 508 of the Rehabilitation Act of 1973 §1194.22, as amended (29 U.S.C. Section 794d). SacSewer websites (and those provided by 3rd party service providers, aka CONTRACTOR) shall be designed based on standards from the Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) to make web content accessible to people with disabilities.

It is the responsibility of the CONTRACTOR to become familiar with these guidelines and to apply these standards in designing and creating any official SacSewer website. CONTRACTOR shall deliver services in compliance with Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG).

Attachment D

IRAN CONTRACTING ACT DISCLOSURE FORM

(California Public Contract Code, sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a County of Sacramento contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

Attachment E

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

<i>Contractor/Grantee Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date</i>		

Attach a report to this notice form and return it as described in Section 13 of the RFP, describing the steps, if any, you have taken in response to Russia's actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.