

SACRAMENTO AREA SEWER DISTRICT 10060 Goethe Road Sacramento, CA. 95827		Issue Date	April 28, 2025	
		Bid Number	RFP #8507	
V E N D O R		Return your proposal in an envelope, sealed and clearly marked on outside with bid number and date shown below to: Sacramento Area Sewer District 8521 Laguna Station Road Elk Grove, CA 95758 Attn: RFP#8507 Proposal must be received and logged in prior to the date and time indicated. Proposal will not be accepted after 3:00 P.M. on: May 22, 2025		
		For Additional Information Contact		
		Buyer	Tamblynn Stewart	
		Phone	(916) 875-9014	
Delivery Requirement:		As required		

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

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

Firm Name	Terms of Sale
Signature	F.O.B. Point: Destination
Printed Name	Shipping Date _____ / ARO
Job Title	Estimated Day of Arrival at Destination _____ /After Shipment
Date:	Telephone:
E-Mail:	Fax:

**COMMODITY TITLE:
ON CALL NURSERY SERVICES**

This Request for Proposal (RFP) is to establish several three-year contracts for ON CALL NURSERY SERVICES as required by the Sacramento Area Sewer District (SacSewer). Specifically, SacSewer is seeking to obtain several primary contractors to perform the work that is further described under each Scope of Work. All work furnished shall be provided in accordance with contract specifications and terms and conditions set forth herein. SacSewer reserves the right to extend the contract period for two (2) additional 1-year periods. Such extension(s) will be at the SacSewer's option, subject to same specifications, terms, conditions, favorable prices, and agreement between the Contractor and SacSewer.

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District invites sealed Proposals for
ON CALL NURSERY SERVICES

Sealed proposals for RFP#8507 to provide:
ON CALL NURSERY SERVICES
Sacramento Area Sewer District

Proposals will be received at:

Sacramento Area Sewer District
8521 Laguna Station Road
Elk Grove, CA 95758

3:00p.m. May 22, 2025

Any Contractor who wishes its proposal to be considered is responsible for making certain that its proposal is delivered to:

**Proposal shall be addressed to:
Sacramento Area Sewer District
8521 Laguna Station Road
Elk Grove, CA 95758
Attn: RFP #8507**

Detailed proposal request document **RFP#8507** can be obtained by contacting the Sacramento Area Sewer District [Business Opportunities - Sacramento Area Sewer District](#)

Department of Industrial Relations (DIR) Compliance

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

SacSewer expects native plant nursery and custom growing projects that will need to be completed in the next three (3) years with an estimated cost of \$1.25 million per year. The cost per year is an estimate and the specific number of projects and estimated costs may be more or less. To successfully complete these projects in a timely manner and to reduce time and effort to submit, propose, and review proposals, SacSewer is creating a Contractor List for ON CALL NURSERY SERVICES to supplement SacSewer staff. Contractors that are placed on the list will be chosen to complete projects as needed. These projects include, but are not limited, to the following:

- Provide native plant materials, including but not limited to, viable seeds, container stock, and live stakes; rhizome media, grow tubes, stakes, and other supporting materials; loaded on pallets or delivered to a specified site as identified in the Scope of Work, in sufficient quantities according to schedule. Alternate native plants from the provided plant list in the Scope of Work in similar sizes may only be substituted with written permission from the SacSewer Project Manager or their delegated representative
- Provide nursery material, site preparation, soil amendment, and planting, including irrigation (installed as needed)
- Provide native plant custom growing services. Selected native plants can be collected and propagated at specified locations by the Nursery for this project. Nursery may also have its own access to suitable local stock. Custom growing is a specialized activity, with seasonal and other limitations.

Some of the supporting activities for the projects may include, but are not limited to the following:

- Planting activities, installation, and establishment
- Irrigation design and installation
- Pre- and post-planting weed management and interplanting

Given the technical complexity of successfully implementing native plant establishment, if contractors specialize in one or more activities described in this RFP, this should be noted in the response.

Contractors may submit on any or all of the Scopes of Work. Contractor proposals will be evaluated using the following scopes of work and ranked using criteria discussed further in the RFP. Selected contractors will be placed on the list(s) and will only be solicited for work under the scopes in which they were selected.

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

SacSewer reserves the right to reject any or all Proposals and waive any irregularity in Proposals received. This RFP does not constitute an offer to contract and does not commit SacSewer to the award of contract to anyone, or to pay any costs incurred in preparation and submission of proposals. All costs of the proposal process, interview, contract negotiations, and related expenses are the responsibility of the proposer.

KEY ACTION DATES

RFP Issued:	April 28, 2025
Question Deadline:	May 7, 2025
Registration on DIR:	May 21, 2025
Proposal Due Date:	May 22, 2025 by 3:00 pm
Intent to Award:	May 29, 2025
Insurance Due:	June 5, 2025
Contract Award:	June 11, 2025

1. INTRODUCTION

1.1 INVITATION –The Sacramento Area Sewer District invites Responses which offer to provide the services identified on the Cover Sheet.

1.2 DEFINITIONS - We intend to express our expectations clearly, and they are to be legally interpreted in Sacramento Area Sewer District’s favor.

1.2.1 WE/US/OUR are terms which refer to the Sacramento Area Sewer District a duly organized public entity. They may also be used as pronouns for various subsets of the SacSewer organization, including, as the context will indicate:

SacSewer - Sacramento Area Sewer District

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

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

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

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

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

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

1.2.3 REQUEST FOR PROPOSAL (RFP) - This entire document, including attachments.

1.2.4 RESPONSE - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on SacSewer or Contractor with respect to requirements stated within this RFP or resulting contractual obligations.

- 1.3 RFP CLARIFICATION** - Questions regarding this RFP should be directed to the Issuing Officer specified below. Answers citing the question, but not identifying the contractor, will be distributed simultaneously to all known prospective proposers via email. Oral answers provided by SacSewer, or its agents shall not be binding.
- 1.3.1 DEADLINE FOR PROPOSAL SUBMITTAL** – May 22, 2025, by 3:00 pm
- 1.3.2 PROPOSER RESPONSIBILITY** - We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically, by Section number, raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
- 1.3.2.1 SUBMISSION OF PROPOSALS** – Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.
- 1.3.2.2 COMPLETENESS** – Proposal shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.
- 1.3.2.3 FALSE/MISLEADING STATEMENTS** - Proposal which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of SacSewer, such information was intended to mislead SacSewer in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.
- 1.3.2.4 PROPOSAL SIGNATURE** – The proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by SacSewer. An unsigned proposal shall be rejected.
- 1.4 AWARD** - SacSewer will award to the contactor(s) who present the greatest value, in our view, to SacSewer from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by SacSewer to be in the best interest of SacSewer. Thus, the result will not be determined by price alone.
- 1.5 CONTRACT EXECUTION** - This RFP and the Contractor’s Response will be made part of any Contract(s) and will be incorporated in the Contract as set forth.

- 1.5.1 PRECEDENCE** - In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:
- 1) The provisions of the Contract (as it may be amended);
 - 2) The provisions of the Contractors Response (as it may be clarified);
 - 3) The provisions of the RFP (as it may be supplemented).
- 1.5 CONTRACT PERIOD** - Any contract resulting from this RFP shall be for a three-year period. SacSewer reserves the right to extend the contract period for two (2) additional one-year periods. Such extension(s) will be at SacSewer's option, subject to same specifications, terms, conditions, favorable prices, and agreement between the Contractor and SacSewer.
- 1.6 ISSUING OFFICER** – The issuing officer and mailing address to send Proposal, questions, and all other correspondence concerning the RFP is:

Senior Contract Service Officer:

Tamblynn Stewart
Sacramento Area Sewer District
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9014
stewartt@sacsewer.com

SacSewer Contact:

Charmagne Rose
Environmental Specialist Supervisor
10060 Goethe Road
Sacramento, CA 95827
(916) 875-9156
rosech@sacsewer.com

Information provided in this proposal:

- Cover Page (page 1)
- Notice to Contractors
- Key Action Dates
- Introduction
- General Conditions
- Scope of Work
- Specifications
- Terms and Conditions
- Evaluation and Award Matrix
- SacSewer Insurance Requirements
- Vendor Questionnaire
- Contractor License Certification
- Proposer’s Statement Regarding Insurance Coverage
- Proposer’s Statement Regarding Payment Bond Coverage
- Vendor Price Proposal
- Exception Response Page

Proposal Response: Interested proposers must complete and return the following pages/sections by the closing date and time shown on the page title “Notice to Contractors” in order to be considered.

- Cover Page with authorized signature
- Vendor Questionnaire – be sure to include a copy of requested documents, including but not limited to current business and contractor’s licenses.
- Contractor License Certification
- Proposer’s Statement Regarding Insurance Coverage
- Proposer’s Statement Regarding Payment Bond Coverage
- Vendor Price Proposal for each Scope of Work submitting on
- Exception / Response Page
- Two (2) copies of proposal and mark the original as the “Original” or “Master Copy”

Note: SacSewer will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope. Refer to instructions on the cover page.

Protests: After receipt of SacSewer’s Intent to Award notice, any proposer who has questions or concerns should immediately contact the Issuing Officer for discussion. Any proposer who believes that they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of SacSewer. **No protest received after 4 p.m. on the 3rd business day shall be accepted.**

If any SacSewer holiday falls within the three (3) business day protest response period the protest acceptance period will be extended by the holiday(s). For example, if the Intent to Award notice is issued on a Friday, a protest must be received by Wednesday at 4 p.m. Should any of the three (3) days

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

GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **HOLD HARMLESS:** The vendor shall hold the Sacramento Area Sewer District, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the Sacramento Area Sewer District or himself because of the unauthorized use of such articles.
4. **DEFAULT BY VENDOR:** In case of default by vendor, the Sacramento Area Sewer District may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the Sacramento Area Sewer District. Prices paid by the SacSewer shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the SacSewer Purchasing Agent.
5. **RIGHT TO AUDIT:** The Sacramento Area Sewer District reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
6. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the SacSewer Purchasing Agent of the Sacramento Area Sewer District. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.
7. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
8. **F.E.T. EXEMPTION:** Sacramento Area Sewer District is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.

- 9. CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
- 10. TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
- 11. CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the Sacramento Area Sewer District without written notice of acceptance thereof prior to shipment.
- 12. ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
- 13. 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).
- 14. INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
- 15. SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.

SCOPES OF WORK

Introduction

The Sacramento Area Sewer District (SacSewer) is soliciting proposals for qualified contractors to perform On Call NURSERY Services throughout SacSewer's Harvest Water Program benefit area, south of Elk Grove.

Background

SacSewer is providing recycled water to the Harvest water Program benefit area, and as a part of its *EcoPlan* is responsible for the improvement to native vegetation conditions in selected parcels. In an effort to meet grant conditions and meet our mission, SacSewer creates a contractor list for ON CALL NURSERY SERVICES to supplement SacSewer staff.

Contractors that are placed on the list will be requested to bid projects as needed. Contractors may submit on any or all scopes and will only be contracted to perform the work under the scopes submitted on. Actual bids for specific work will be solicited at a later date.

Contractor proposals will be evaluated using the following scopes of work and ranked using criteria discussed further in the RFP.

1. General Scope

The following information pertains to each of the scopes of work that follow.

- Contractor must submit all required submittals prior to commencement of work. Work within private property must be coordinated with the homeowner or resident prior to access. Public outreach material, such as, vehicle magnets/stickers, and as needed, Contractor identification badges will be provided to the Contractor.
- Contractor must restore job site, as well as, other areas affected by their work to pre-construction condition or as approved by SacSewer.

Contractor must provide all labor, equipment, and materials necessary to perform the following work.

2. Facilities Repair/Replace/Install:

- Repair, replace, or install landscaping and irrigation piping.

SPECIFICATIONS

1. **Contract Period:** The initial term shall be for three years. In order to promote efficiency and economy, SacSewer reserves the right to extend the contract period for two (2) additional one-year periods. Such extension(s) will be at SacSewer's option, subject to same specifications, terms, conditions, favorable prices, and agreement between the Contractor and SacSewer.
2. **Contract Award:** SacSewer plans to award a contract to the most responsible, responsive contractors using the Evaluation and Award Matrix shown in this document.
3. **Estimated Quantities:** Quantities (or expenditures) shown are merely estimates for a typical project. SacSewer does not guarantee to purchase a minimum quantity, nor any remaining materials, tools or appliances acquired by Contractor in support of this contract.
4. **License:** The Contractor shall possess a valid California License in the following classification: "A - General Contractor" or as applicable.
5. **Labor:** All workmanship shall be first class throughout and only experienced qualified journeymen shall be employed under proper capable supervision.

Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Articles 1 and 3, eight (8) hour's labor shall constitute a legal day's work, and no worker in the employment of Contractor or any Subcontractor, doing or contracting to do any part of the work contemplated by this agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours during any one calendar week, except as provided in Section 1815 of the California Labor Code.

Reference: <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1810-1815>.

6. **Prevailing Wage:** Contractor shall not pay less than the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. Refer to <http://www.dir.ca.gov/dlsr/pwd/>
7. **Supervision:** Contractor shall provide a competent foreman to oversee and monitor the contract work. Such person shall have the authority and commitment to act in SacSewer's best interest.
8. **Responsibility of Contractor:** It shall be the responsibility of the Contractor to furnish all labor, supervision, travel, equipment, power, light, materials, tools and appliances necessary to perform and complete the work requested. This includes any change in conformity with the true meaning and intent of the contract drawings and specifications.
9. **Payment Bond (Labor & Materials):** Pursuant to Civil Code 3247, for work involving an expenditure of greater than \$35,000 the successful bidder(s) shall furnish a Payment Bond in an amount of **Seventy Five Thousand Dollars (\$75,000.00)** prior to commencement of work. Successful bidder(s) shall furnish within fourteen (14) consecutive days after written Notice of Award, Said bond shall be secured from a surety company acceptable to the Sacramento Area Sewer District

10. Unit Prices: Information identified in the Vendor Price Proposal is for the purpose of evaluating proposals. Selected contractors will be solicited for actual bids for specific work at a later date.

11. Minimum Order: Contractor shall not be requiring a minimum order this RFP/award.

Subcontracting: Contractor may subcontract portion(s) of the work, as long as Contractor retains the bulk of the work. Any subcontracting will be solely between Contractor and its subcontractor(s). Contractor will remain responsible for all work performed under the contract, as though Contractor performed all the work. Additionally, Contractor shall remain the sole agent dealing with SacSewer.

- *If subcontracting is proposed, proposers shall provide the requested information about subcontracting in responding to the enclosed questionnaire. Subcontracting is subject to prior approval from SacSewer. Failure to provide the requested information may result in disqualification of your proposal.*

12. Conformance with Codes, Laws, Regulations and Standards: All work and materials shall be in full accordance with all applicable codes, laws, regulations and standards. These include: National Electrical Code, State Fire Marshal, Title 24 of the California Administrative Code, Uniform Building Codes, and Uniform Plumbing Code published by the Eastern Plumbing Officials Association.

13. Responsibility for Accuracy: The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which the Contractor shall be responsible.

14. Cost Estimates: Contractor shall provide written cost estimates for any type work when actual bids for specific work are solicited.

15. Underground Service Alert Checks: It will be the responsibility of the Contractor to check with the Underground Service Alert people prior to doing any digging.

16. Hazardous Material Detected: If Contractor detects any structural material that may be hazardous as defined in the California Health and Safety Code Section 25117, Contractor shall promptly notify the County representative listed on the work order before the site is disturbed.

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

18. Public Convenience: The Contractor shall conduct operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater amount of work than can be prosecuted properly with due regard to the rights of the public. The Contractor shall provide temporary access to all business establishments and pedestrian walkways as required by the SacSewer.

The Contractor shall not close or obstruct any portion of any highway, road, or other property without proper permits.

19. Barricades: The Contractor shall furnish and setup barricades as required.

20. Hazards: Hazards such as standing water, ropes tied to tree limbs, excavations and unsecured material (such as wood, metal, etc.) shall be immediately remedied by the Contractor.

21. Protection of Property and Environment: Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damage to existing facility or property caused by Contractor's personnel or equipment shall be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be solely the responsibility of Contractor.

Contractor shall be environmentally responsible. Any spills or releases of hazardous wastes occurring while under Contractor's control and possession, which are not caused by the negligence or willful misconduct of SacSewer, shall be solely the responsibility of Contractor.

22. Time Limits: Time limits for completion of work are to be project specific. Contractors solicited for work shall complete the work within the specified project contract time.

23. Extensions of Time Limits: Extensions of time limits may be granted upon:

- a. Changes in the work ordered by SacSewer, insofar that these changes require additional time in which to complete the work;
- b. Prevention by SacSewer of the Contractor from commencing or prosecuting the work because of acts of others, aside from Contractor's subcontractors; and,
- c. Change of conditions at job site - differing from those indicated in the work order, or differing materially from those ordinarily encountered as inherent in the work.

Extensions of time limits shall specifically not include:

- a. Any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor;
- b. Any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor the completion of the job within the time specified;
- c. Any reasonable delay resulting from time required by SacSewer for review of plans and submittals required of Contractor and for the making of surveys, measurements and inspections; and,

Unless Contractor promptly notifies SacSewer of events to the contrary, SacSewer will expect the work to be completed by Contractor within the normal time limits specified above. Extensions, if granted by SacSewer, shall operate only to extend the completion date and shall not increase the sum to which SacSewer is to pay Contractor.

24. Assignment of Work

SacSewer reserves the right to assign work as appropriate. Contractor must demonstrate the ability to complete work on SacSewer's stated performance time limit. At SacSewer's sole discretion, Contractors who have not completed assigned work timely may not be assigned additional projects until previously-assigned work is complete.

25. Liquidated Damages: Failure to complete the work by the completion or extension date shall subject Contractor to liquidated damages as follows:

In the event Contractor fails to complete the work by the completion or extension date, the parties to the contract shall agree that SacSewer will sustain damages. Further, since it is extremely difficult to determine actual damages that may be sustained by SacSewer, it shall be agreed that the amount of liquidated damages to be paid by Contractor to SacSewer would be \$1,500 for each calendar day behind schedule, until the work is completed.

26. Payment of Damages: In the event Contractor shall become liable for liquidated damages, SacSewer, in addition to all other remedies provided by law, shall have the right to withhold any and all payments from which would otherwise be or become due to Contractor until liability of Contractor is finally determined. SacSewer shall have the right to use and apply such payments, in whole or in part, to reimburse SacSewer for all liquidated damages due or to become due to SacSewer. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by SacSewer is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to SacSewer until all such liabilities are satisfied in full. No failure by SacSewer to withhold any payment as specified shall in any manner be construed to constitute a waiver to any right to liquidated damages or any right to any such sum.

27. General Liability of Contractor: Except as otherwise noted, Contractor shall do all work and furnish all labor, supervision, equipment, power, light, tools and materials necessary to properly perform and complete the work in the time and manner required. The mention of any specific duty or liability of Contractor shall not be construed as limitation or restriction of any general liability or duty of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation only.

28. Guarantee: Except for ordinary wear and tear and unusual abuse or neglect, Contractor shall guarantee all work executed by him/her and all materials and devices attached to the work, or otherwise delivered to SacSewer as part of the work pursuant to the contract, to be absolutely free of all defects in workmanship and materials for a period of three (3) years from date of acceptance by SacSewer. Contractor shall agree to repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may be proven defective in workmanship or material within the three-year period from the date of acceptance without expense whatsoever to SacSewer.

In the event that the Contractor fails to comply with the above-mentioned conditions within ten (10) business days time after being notified of the defect in writing, SacSewer shall have the right, whether or not it constitutes an actual immediate hazard to health or safety, to have the defect immediately repaired at the expense of the Contractor. It shall be at SacSewer's sole discretion to have the defect permanently or temporarily repaired.

29. Inspection of Services: All services, including labor, facilities, equipment and materials furnished or utilized in the performance of services shall be subject to inspection and test by SacSewer or its

agents to the extent practicable, at all times and places during the term of the contract. All inspections by SacSewer shall be made in such a manner as not to unduly delay the work.

SacSewer may require inspections of any Contractor owned or operated facility for purposes of insuring compliance with contract specifications, terms and conditions.

If SacSewer determines that services performed are not in conformity with contract specifications, terms and conditions, SacSewer shall have the right to:

- a. Require Contractor to take immediate steps to perform the services in conformity with contract specifications, terms and conditions; and/or
- b. Make monetary deductions to reflect the reduced value of services performed.

- 30. Cleaning up:** Throughout the construction period, the Contractor shall keep the site of the work in a presentable condition and dispose of any surplus materials. Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.
- 31. Disposal and Salvage:** All materials removed shall become the property of the Contractor, unless otherwise designated by the facility representative. All materials removed shall be disposed of or salvaged by the Contractor.
- 32. Time of Completion:** Time of completion is to be project specific. Contractors solicited for work shall complete the work within the specified project contract time.
- 33. Contractor Shall Assume Risks:** Until the completion and final acceptance by SacSewer, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, including vandalism, to any or all portions of the work, except as otherwise stipulated.
- 34. Dismissal of Unsatisfactory Employees:** If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of SacSewer representative, or is, in the opinion of SacSewer representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of SacSewer representative.
- 35. Retention for Imperfect Work:** If any portion of the work done or materials furnished under the contract shall prove defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the facility representative shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but the facility representative shall make such deductions therefore in the payment due or to become due the Contractor as may be just and reasonable.

36. Final Inspection: The Contractor shall notify the facility representative of the completion of the work, and the facility representative shall promptly inspect the work. The Contractor or the Contractor's representative may be present at the final inspection.

37. Payment: Payment is made to the Contractor in the following schedule:

- a. 1/3 total amount down payment
- b. 1/3 total amount at least 1 year following execution of agreement and upon SacSewer's confirmation of the quality/quantity of plants at the nursery
- c. 1/3 total amount at time of delivery

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

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

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

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

TERMS AND CONDITIONS

Valid Offer: Proposals received are an irrevocable offer and shall be valid for one hundred and twenty (120) days following the closing date for receipt of proposals.

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

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

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

F.O.B. Point: The f.o.b. point shall be f.o.b. destination, various job sites.

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

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

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

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

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

Termination upon Unsatisfactory Performance: Whenever, in the opinion of SacSewer, the said service is not satisfactory, Contractor shall be advised of the reasons in writing. If Contractor fails to immediately correct the unsatisfactory condition(s), SacSewer may declare the contract in default, terminate the contract, and contract with another.

Notwithstanding any provision to the contrary, SacSewer shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract period. If Contractor fails to perform the services pursuant to the contract, Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

Right to Terminate: Either party may terminate the contract, without cause, by notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least sixty (60) calendar days after receipt of notice by the non-terminating party. Notwithstanding, Contractor shall remain obligated to provide goods pursuant to the contract and SacSewer shall remain obligated to pay compensation for the goods ordered prior to the effective date of such termination.

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).

Recycling: SacSewer in recognition of concerns for the depletion of natural resources, dwindling landfill space, and the ecological effect of wastes in the environment, encourages the use of recycled, recyclable and reusable products and materials. Hence, consideration will be given for product(s) that contain recycled material or have the potential of being recycled, if the availability, fitness, quality, purpose and price of the recycled product(s) is otherwise equal to or better than, virgin products.

Changes: Should SacSewer request any deviations, additions or deletions of items specified on the contract, it shall be at liberty to do so. Such alterations shall not nullify the contract, but shall be added or be deducted from the agreed amount, as the case may be, by a fair and reasonable valuation, and upon the mutual agreement of the parties.

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

Subcontracting: Performance of work may not be subcontracted except upon consent of SacSewer; and, no such subcontracting will be permitted if it would relieve the original contractor or his surety of their responsibilities under the contract.

Non-recognition of Subcontractors: No subcontractor will be recognized as such, and all persons engaged in the work under the contract will be considered as employees of the Contractor, and their work shall be subject to all provisions of the contract. SacSewer and its representatives will deal only

with the Contractor, who shall be responsible for the proper execution of the work.

SCERS POST RETIREMENT EMPLOYMENT POLICY

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

Drug-free Workplace: In submitting a Request for Quotation/Bid/Proposal, Contractor certifies that its place of business provides a drug-free workplace and has:

1. Published a “Drug-free Workplace: statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Contractor’s workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Established a Drug-free Awareness Program to inform employees about:
 - a. The dangers of drug and alcohol abuse in the workplace.
 - b. The Contractor’s policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Contractor’s “Drug-free Workplace” statement.

Non-appropriation: The contract will be subject to annual appropriation by the Board of Directors. Should the Board fail to appropriate funds for this contract, it will be terminated when existing funding is exhausted.

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

Non-assignment: Contractor shall neither assign nor subcontract any part of the services under this contract without prior written consent of SacSewer.

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

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

Compliance with all Laws and Jurisdiction: Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws. The laws of the State of California, the State in which this contract was executed, shall govern the interpretation and enforcement of this contract. The parties agree to submit any disputes arising under this contract to a court of competent jurisdiction located in Sacramento, California.

In Writing: Oral communications with SacSewer employees about this Request for Quotation/Bid/Proposal shall not be binding on SacSewer, and shall not excuse Contractor from any obligation set forth herein. No modifications or amendment to the Request for Quotation/Bid/Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the issuing buyer.

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

Evaluation and Award Matrix

The evaluation team will consist of representatives from SacSewer. Proposals will be evaluated in two phases, as follows:

Phase 1: In phase 1, proposals will be examined as to whether or not proposers understood and responded with proper completion and submittal of required proposal documents.

Proposers who did not respond properly will be immediately disqualified.

Phase 2: In Phase 2, proposals that were not disqualified in Phase 1 will be evaluated and scored using the table below for each Scope of Work submitted on.

Evaluation Criteria	Maximum Points	Score
Capability <ul style="list-style-type: none"> · Experience · References <ul style="list-style-type: none"> · Quality of service · Promptness/responsiveness of service · Reliability/dependability 	10 5 5 5	_____ _____ _____ _____
Capacity <ul style="list-style-type: none"> · Facilities · Available Stock · Staff 	5 5 5	_____ _____ _____
Employment Practices <ul style="list-style-type: none"> · Policies and procedures · Training, including safety training · Affiliation/Accreditation 	5 5 5	_____ _____ _____
Competitive price	25	_____
Quality of response <ul style="list-style-type: none"> · Completeness of answers to the questionnaire · Adherence to RFP specifications, terms & conditions · Understanding, representation, and commitment to perform the services– staffing, supervision, equipment, materials, etc. 	10 5 5	_____ _____ _____
Total score	100	_____

Independent Contractor:

1. 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 contract; and, as an independent contractor, contractor hereby indemnifies and holds SacSewer harmless from any and all claims that may be made against SacSewer based upon any contention by any third party that an employer-employee relationship exists due to the contract.
2. 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.
3. If, in the performance of the contract, Contractor employs any third persons, 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.
4. 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 any entitlement as a SacSewer employee, right to act on behalf of SacSewer in any capacity whatsoever as agent, nor to bind SacSewer to any obligation whatsoever.
5. 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 contract.

Responsibility of Independent Contractor:

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

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 provided certificates.** 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 the 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 and Limits

Coverage shall be at least as broad as:

GENERAL LIABILITY:

Commercial General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury, contractual, and products and completed operations. Coverage shall be at least as broad as "Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 0001" (Occurrence Form) or a form as broad in scope and coverage. The limits of liability shall be not less than:

Each Occurrence	One Million Dollars (\$1,000,000)
Personal & Advertising Injury	One Million Dollars (\$1,000,000)
Products and Completed Operations	One Million Dollars (\$1,000,000)
Aggregate	
General Aggregate	Two Million Dollars (\$2,000,000)

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

AUTOMOBILE LIABILITY: Automobile Liability insurance providing protection for bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as ISO Business Auto Coverage Form CA 0001 (or a form or policy language as broad in scope and coverage), symbol 1 (any auto), if commercially available. Use of any symbols other than symbol 1 for liability for corporate/business owned vehicles must be declared to and accepted by County in writing. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. The minimum limits of liability shall not be less than the following for each accident:

Corporate/Business Private Passenger	One Million Dollars (\$1,000,000)
Commercial Vehicles	One Million Dollars (\$1,000,000)

WORKERS' COMPENSATION: Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars (\$1,000,000)
Disease Each Employee	One Million Dollars (\$1,000,000)
Disease Policy Limit	One Million Dollars (\$1,000,000)

UMBRELLA or Excess Liability policies: Contractor is granted the option of arranging the required coverages and limits under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy equal to the total Per Occurrence and Aggregate limits required on the Commercial General Liability policy and the Combined Single Limit on the Commercial Automobile Liability policy.

CONTRACTORS POLLUTION LIABILITY (CPL): Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Contractor's Pollution Liability (CPL) insurance which provides coverage for liability arising from the sudden and accidental release of pollution on the project site or transportation of pollutants from or to the project site. The minimum limits shall be not less than \$2,000,000 per claim or pollution incident.

CPL shall include but is not limited to:

- Insuring all of the services the Contractor provides in the normal course of operations under the Contract. Partial operations coverage is unacceptable.
- Bodily injury, sickness, disease, sustained by any person, including death.
- Property damage includes physical injury to or destruction of tangible property including the resulting loss of use thereof; clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and Natural Resources damages.
- Defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims.
- Contractual liability coverage, e.g. coverage for liability assumed by the named insured under a written contract or agreement.

If CPL coverage is written on a claims-made form, the following provisions apply:

The "Retro Date" must be shown, and must be on or before the date of the Contract or the beginning of the Work.

Contractor shall maintain the required CPL policy at not less than the required minimum limits, for not less than one (1) year after Final Acceptance of the Work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after Final Acceptance of the Work.

3. Deductibles and Self-Insured Retention

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

4. Other Insurance Provisions

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

5. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. SacSewer's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SacSewer and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages in place at all times and provide SacSewer with evidence of each policy's renewal within ten (10) days after its anniversary date. Contractor is required by this Agreement to immediately notify SacSewer 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.

6. Commercial General Liability, Commercial Automobile Liability, Pollution Liability and Umbrella/Excess Liability:

- a. ADDITIONAL INSURED STATUS: Sacramento Area Sewer District, their respective governing Board, officers, directors, officials, employees, and authorized volunteers and agents (the "Additional Insured Parties"), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.
- b. PRIMARY INSURANCE: For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- c. WAIVERS OF SUBROGATION: Policies shall include a waiver of subrogation in favor of the

Additional Insured Parties as required by written contract or agreement; or specifically endorsed as applicable

- d. **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.
- e. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

7. **Workers' Compensation:**

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

8. **Property**

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

9. **Notification of Claim**

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SacSewer, CONTRACTOR shall give prompt and timely notice thereof to SacSewer. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of 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, hereinafter designated as the "Obligee," has, on _____ awarded to _____, hereinafter designated as the "Principal," a contract for RFP#8507 On Call Nursery Services;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE, the Principal, and _____

as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its offices and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2025, the name and corporate seal of each corporate party being

affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____
Signature of Principal

Title of Signatory

Surety

By _____
Signature for Surety

(SEAL) _____
Title of Signatory

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

PROPOSER'S STATEMENT
REGARDING PAYMENT BOND
COVERAGE To Be Submitted with
Proposal

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the Payment Bond coverage requirement specified in the Request for Proposal RFP# 8507 ON CALL NURSERY SERVICES. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for Payment Bond coverage.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

VENDOR QUESTIONNAIRE

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

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

1. Company profile: Your company profile shall include the following information:
 - a. Founding date (month and year)
 - b. Company size – staff and client base (i.e., local, regional, statewide, etc.)
 - c. Company’s vision and mission statements
 - d. Products and/or services provided
 - e. Location of the office from which the work will be provided and the staff allocation at that office.
 - f. Number of Projects – Include the number of similar projects completed during the past two years.
 - g. Organization Chart – Include an organization chart of your company’s management structure, tracing field operations personnel to the vice president level.
 - h. Identify the project manager and include his or her e-mail address, telephone, fax, and cellular number.
 - i. Identify key facilities and equipment that your company has to support the proposed agreement.
 - j. List your company’s professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your submittal.

2. References: List three or more clients (governmental entities preferred) with whom your firm has provided nursery services to. For each of these references, include the organization name, mailing address, and contact person’s name, telephone number and e-mail address.

3. Work plan:
 - a. Outline of proposed methodologies that will be employed to accomplish the work.
 - b. Indicate whether or not your company will be subcontracting portion(s) of the work. If so, indicate the portion of work that will be subcontracted. A subcontractor does not need to be named in this proposal but it should be described how a subcontractor would be chosen.
 - c. Describe how the interaction between your company and the SacSewer will take place to ensure that the work is performed and reported in an accurate and timely manner.
 - d. Describe your company’s approach to quality assurance.
 - e. Describe your company’s approach to resolving problems that may be encountered in the field.

4. Employment Practices:
 - a. Equal Opportunity Employer: SacSewer requires an equal opportunity employer. Please provide a summary of your company's employment policy.
 - b. Prevailing Wage and Benefits: Will all assigned employees be paid the total hourly rate to include the basic hourly rate, health and welfare, pension, vacation and holiday, and training per the General Wage Determination made by the Director of Industrial Relations, for the crafts as set forth herein? If not, please explain.
 - c. Training and Safety Programs: Discuss your company's training and safety programs and frequency of training.
5. Business License: Include a copy of your company's current business license(s) with your proposal submittal.
6. California Contractor's License: Include a copy of your firm's current California Contractor's License with your proposal submittal, as applicable.
7. Certificate of Insurance: The contractor must have insurance meeting the minimum insurance requirements set forth herein (see *Insurance Requirements for Contractors*). Please sign, date and return the attached Proposer's Statement Regarding Insurance Coverage. Actual certificate of insurance and endorsement naming SacSewer as additional insured must be furnished to the issuing buyer within fourteen (14) days after notification of award.
8. Payment Bond (Labor & Materials): Pursuant to Civil Code 3247, for work involving an expenditure of greater than \$35,000 the successful bidder(s) shall furnish a Payment Bond in an amount of **Seventy Five Thousand Dollars (\$75,000.00)** prior to commencement of work. Successful bidder(s) shall furnish within fourteen (14) consecutive days after written Notice of Award, Said bond shall be secured from a surety company acceptable to the Sacramento Area Sewer District and authorized or licensed by the State of California.
9. Clarification, exception or deviation: Each respondent may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your proposal. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in the proposal.

CONTRACTOR LICENSE CERTIFICATION (As Applicable)

Pursuant to the Business and Professions Code of the State of California, Section 7030:

“Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, Mailing Address: P.O. Box 26000, Sacramento, California 95826.”

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor’s License Law of the State of California, and the number of said license is

_____, **and the classification of said license is**

_____, **and the said license expires** _____.

Company Name

Business Address

By: _____
Authorized Signature

Type or Print Name

Title

Dated: _____

Corporate Seal

If Contractor is a Corporation

State of Incorporation:

PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted with Proposal

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 8507 ON CALL NURSERY SERVICES. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Sacramento Area Sewer District as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

VENDOR PRICE PROPOSAL

(Required of all proposers)

Note: Information identified in the proposal schedule is for the purpose of evaluating proposals.

ENTER VENDOR NAME HERE

VENDOR QUOTES

FOR Plant Supply SCOPE OF WORK please provide the following:

Total Unit Cost including all labor, supervision, material, restoration, mobilization and demobilization to perform the following:

- Grow (and/or supply) the following plants, up to the desired quantities, to a point ready for planting/transplanting at habitat enhancement sites in the desired windows of time. The following table provides a basis for comparison regarding the specific plant species that are expected to be used in this Program.

Riparian Habitat Enhancement Plant List*					Contractor RFP Input			
Scientific Name	Common Name	Stock Type (size)	Fall/Spring '24-'25 Quantity Needed (container/lbs)	Fall/Spring '25-'26 Quantity Needed (container/lbs)	Fall/Spring '24-'25 Quantity Available	Fall/Spring '25-'26 Quantity Available	Unit Price	Notes (detail any exceptions to specifications or substitutions)
<i>Acer negundo var. californicum</i>	Box-elder	Container	35	1,740				
<i>Alnus rhombifolia</i>	White alder	Container	10	10				
<i>Aristolochia californica</i>	California pipevine	Container	-	5,808				
<i>Artemisia douglasiana</i>	Mugwort	Container	388	9,680				
<i>Baccharis pilularis</i>	Coyote-brush	Container	55	1,360				
<i>Baccharis salicifolia</i>	Mule's-fat	Container	388	9,680				

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<i>Carex barbarae</i>	Santa Barbara sedge	Container/seed	1,162	19,360				
<i>Carex praegracilis</i>	Clustered field sedge	Container	-	9,680				
<i>Cephalanthus occidentalis</i> var. <i>californicus</i>	California button-willow	Container	88	2,720				
<i>Clematis ligusticifolia</i>	Virgin's-bower	Container	388	3,872				
<i>Elymus glaucus</i> ssp. <i>glaucus</i>	Blue wild-rye	Seed/Container	1,162	9,680				
<i>Fraxinus latifolia</i>	Oregon ash	Container	91	1,740				
<i>Euthamia occidentalis</i>	Western goldenrod	Container	388	9,680				
<i>Hordeum brachyantherum</i> ssp. <i>branchyantherum</i>	Meadow barley	Seed	-	9,680				
<i>Leymus triticoides</i>	Ryegrass	Seed/Container	1,162	30,976				
<i>Lupinus</i> ssp.	Lupine	Container	155	3,872				
<i>Muhlenbergia rigens</i>	Deergrass	Container	164	2,720				
<i>Nassella pulchra</i>	Purple needlegrass	Seed/Container	775	19,360				
<i>Oenothera elata</i> ssp. <i>Hirsutissima</i>	Hairy evening-primrose	Container	388	9,680				
<i>Quercus lobata</i>	Valley oak	Container	84	2,436				
<i>Populus fremontii</i> ssp. <i>fremontii</i>	Fremont's cottonwood	Container/Pole	244	4,872				

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<i>Platanus racemosa</i>	Western sycamore	Container/Cutting	35	1,392				
<i>Rosa californica</i>	California rose	Container	381	10,336				
<i>Rubus ursinus</i>	California blackberry	Container	1,240	38,720				
<i>Salix exigua</i>	Sandbar willow	Cutting/container	164	4,080				
<i>Salix goodingii</i>	Goodding's black willow	Cutting	35	870				
<i>Salix laevigata</i>	Red willow	Cutting	35	870				
<i>Salix lasiolepis</i> var. <i>lasiolepis</i>	Arroyo willow Tree/Shrub Cutting	Cutting	131	3,264				
<i>Salix lucida</i> ssp. <i>lasiandra</i>	Yellow willow	Cutting	35	870				
<i>Sambucus mexicana</i>	Blue elderberry	Container	105	2,610				
<i>Urtica dioica</i> ssp. <i>holosericea</i>	Hoary creek nettle	Container	155	3,872				
<i>Vitis californica</i>	California wild grape	Container	109	2,720				
Other Recommended Species? (List as above)								
Associated Wetland Enhancement Plant List (Under development)								

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Scientific Name	Common Name	Stock Type	Fall/Spring '24-'25 Quantity Needed	Fall/Spring '25-'26 Quantity Needed	Fall/Spring '24-'25 Quantity Available	Fall/Spring '25-'26 Quantity Available	Unit Price	Notes (detail any exceptions to specifications or substitutions)
<i>Artemisia douglasiana</i>	CA mugwort	--	10	100				
<i>Asclepias fascicularis</i>	narrowleaf milkweed	Container	100	500				
<i>Asclepias speciosa</i>	showy milkweed	Container	100	500				
<i>Aster chilensis</i>	pacific aster	Container	50	500				
<i>Carex barbarae</i>	valley sedge	Container	1000	1000				
<i>Carex praegracilis</i>	clustered field sedge	Container	1000	1000				
<i>Eleocharis macrostachya</i>	pale spikerush	Container	1000	1000				
<i>Elymus glaucus</i>	blue wild rye	Seed/Container	1000	1000				
<i>Elymus triticoides</i>	creeping wild rye	Seed/Container	100	100				
<i>Epilobium canum</i>	CA fuchsia	Seed/Container	50	50				
<i>Eriogonum fasciculatum</i>	CA buckwheat	Container	5	5				
<i>Hibiscus californicus lasiocarpus</i>	CA Hibiscus	Seed/Container	100	100				
<i>Juncus balticus</i>	baltic rush	Container	500	500				
<i>Juncus effusus</i> var. <i>brunneus</i>	soft rush	Container	50	50				

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Juncus xiphioides	iris leaf rush	Container	50	50				
Sagittaria sanfordii	Sanford's arrowhead	Container	50	100				
Schoenoplectus acutus	hardstem bullrush	Bucket load	10	10				
<i>Schoenoplectus americanus</i>	American bullrush	Bucket load	5	5				
Sisyrinchium bellum	western blue eyed grass	Seed/Container	10	10				
Typha latifolia	cattail	Bucket load	10	10				
Other Recommended Species? (List as above)								
Transitional Woodland Enhancement Plant List Under development)								
Scientific Name	Common Name	Stock Type	Fall/Spring '24-'25 Quantity Needed	Fall/Spring '25-'26 Quantity Needed	Fall/Spring '24-'25 Quantity Available	Fall/Spring '25-'26 Quantity Available	Unit Price	Notes (detail any exceptions to specifications or substitutions)
<i>Aesculus californica</i>	buckeye	Container	5	5				
<i>Arctostaphylos manzanita</i>	common manzanita	Container	10	10				
<i>Aster chilensis</i>	pacific aster	1 Gal	10	10				

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<i>Baccharis salicifolia</i>	Mule's-fat	Container	10	100				
<i>Carex praegracilis</i>	clustered field sedge	Container	10	100				
<i>Ceanothus cuneatus</i>	buck brush	Container	5	10				
<i>Cephalanthus occidentalis var. californicus</i>	California button-willow	Container	10	10+				
<i>Eriodictyon californicum</i>	CA yerba santa	Container	50	50				
<i>Frangula californica</i>	California coffeeberry	Container	10	100				
<i>Grindelia camporum</i>	great valley gumweed	1 Gal	5	100				
<i>Heteromeles arbutifolia</i>	toyon	Container	5	100				
<i>Mimulus aurantiacus</i>	sticky monkeyflower	Container	5	100				
<i>Muhlenbergia rigens</i>	deergrass	1 Gal	10	10+				
<i>Salvia apiana</i>	white sage	Container	10	100				
<i>Stipa pulchra</i>	purple needle grass	Seed/Container	100	100+				
<i>Vulpia microstachys</i>	Three-weeks fescue	Seed	50	50				
Other Recommended Species? (List as above)								

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*The purpose of this table is to identify relative availability of plants/seeds and to be able to make detailed task order specifications if respondent is accepted. Task orders may include a mix of seeds or containers or cuttings depending on both availability and cost.

Assumptions:

- All plants native species
- All plants sourced local to the project area (within the same EPA level III ecoregion) whenever possible (exceptions should be noted)
- All plants sourced from within 1,000 feet elevation of the project area

EXCEPTION/RESPONSE PAGE