

REQUEST FOR PROPOSAL

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

<p align="center">Sacramento Area Sewer District (SASD) Sacramento Regional County Sanitation District (Regional San)</p>		Issue Date	June 27, 2018
		Proposal Number	RFP 8297
C O N T R A C T O R	<p>Return your proposal in an envelope, sealed and clearly marked on outside with proposal number and date shown below to:</p> <p align="center">Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758</p> <p>Proposals must be received and logged in prior to the date and time indicated. Proposals will not be accepted after 3:00 P.M. on:</p> <p align="center">July 18, 2018</p>		
	<p align="center">For Additional Information Contact</p>		
	ISSUING OFFICER:	<p align="center">Tamblynn Stewart</p>	
	Phone	<p align="center">(916) 875-9014</p>	
<p>Delivery Requirement: As Required</p>		<p>Merchandise or Service for Delivery To:</p> <p align="center">Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758</p>	

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

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

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

Information Technology Contract Staff Services

SERVICES TITLE:

Information Technology Contract Staff Services

This Request for Proposal (RFP) is to establish annual contract(s) to provide Information Technology (IT) Contract Staff Augmentation Services to Sacramento Area Sewer District (SASD) 10060 Goethe Road, Sacramento, CA 95827 location and Sacramento Regional County Sanitation District (Regional San), 8521 Laguna Station Road, Elk Grove, CA 95758 locations.

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

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District (SASD) and Sacramento Regional County Sanitation District (Regional San) invite sealed proposals for Information Technology Contract Staff Services. Proposals will be received at the: Sacramento Regional County Sanitation District 8521 Laguna Station Road, Elk Grove CA 95758 until:

July 18, 2013 by 3:00PM

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

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

Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: RFP#8297

Detailed proposal request document **RFP#8297** can be obtained by contacting the Sacramento Area Sewer District Bidline <http://www.sacsewer.com/bizops-rfp.html> or the Sacramento Regional County Sanitation District Bidline <https://www.regionalsan.com/general-opportunities>

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

KEY ACTION DATES:

RFP Issued: June 27, 2018

Question Deadline: July 11, 2018

Proposal Due Date: July 18, 2018 by 3PM (P.S.T.)

Analyze Proposals: July 25, 2018

Notice of Intent to Award: August 1, 2018

Contract(s) Award: August 8, 2018

Insurance: August 15, 2018

PROPOSAL RESPONSE:

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

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

PROTESTS:

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

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

1. INTRODUCTION

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

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

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

Sacramento Regional County Sanitation District – Regional San

Sacramento Area Sewer District - SASD

District – Sacramento Area Sewer District & Sacramento Regional County Sanitation District (SASD & Regional San)

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

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

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

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

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

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 SASD, Regional San or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

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

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

1.7 Issuing Officer – The issuing officer’s email and phone number to send questions, and all other correspondence concerning the RFP is:

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

1.8 SPECIAL PROVISIONS

1.8.1 Experience: The Contractor shall have at least five years of business experience in providing IT Temporary Services to commercial firms and governmental agencies

1.8.2 Security: The successful Respondent and their employees will be responsible for adhering and conforming to all SASD and Regional San security procedures and policies. This will include observing and reporting any suspicious or unusual activity that threatens safety or security.

1.8.3 Billing: Contractor shall only bill the District monthly in arrears for the satisfactory temporary services performed. Contractor shall attach the District’s biweekly timesheet with supervisor or manager’s signature for the billing period. Contractor’s employee will use the District’s timesheet to track their time. Should the contract’s billing cycle be more frequent than that, it is understood that the District will only pay on a monthly cycle.

2. PRIMARY SPECIFICATIONS

2.1 Introduction:

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

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

2.2.1 Primary specifications

The following types of IT staffing personnel are needed to perform the services requested in this RFP. Multiple vendors will be awarded for each contract. The resume/rate submitted must be for a candidate placed performing the duties described.

The District recognizes that during the life of these contracts, new technologies will emerge and contractors with specialized skills will be needed. The contracts awarded for each of the groups below will also be used to obtain candidates with very specialized skill sets. Contractors will be polled when there is a need for these types of specialized skills. The exact skill set needed will be further defined at the time the request for resumes is issued.

General requirements for all candidates submitted for interviews

- Ability to translate technical concepts and terminology in terms understandable to internal and external customers including but not limited to directors, managers, system users, etc.
- Ability to establish and maintain effective team relationship with all internal and external customers.
- Ability to isolate and solve complex problems. Some problems may be a multitude of problems from different integrated systems.
- Experience in the latest versions of the software applications listed.
- Ability to research and develop solutions to new requests
- Ability to multitask and juggle multiple projects often with competing requirements and resources.
- Strong written and oral communication skills and a background of successful experience in the use of such skills for manager updates, meetings, and presentations.
- Contractor's employee may be required to pass a security/background check prior to providing any services to the District.
- Contractor's employee may be required to pass a drug test.

Levels of experience

Journey Level – 5 – 10 years of work experience performing the duties requested.

Professional Level – 10 or more years of work experience performing the duties requested

Expert Level 15 or more years

CATEGORIES

2.2.1 Project Manager/Business Analyst

Performs as a Project Manager, providing strong leadership and day-to-day project management. Liaise with the Steering Committee and project sponsor(s) as well as consulting partner management. Defines implementation strategies, prepares and maintains project schedules and plans, budget and work distribution plans. Maintains knowledge of business processes and works with all levels of management. Acquires, assigns, and manages project resources. Communicates project status to the Steering Committee, Project Sponsor, and the Project Team.

Minimum mandatory requirements may include:

- Bachelor's degree in Computer Science, Information Technology, or related field from an accredited institution
- Project management certification with ability to do agile project management
- Experience in analyzing problems or needs, developing requirements, performing logical design activities, writing design specifications, testing design results and coordinating production implementation.
- Strong written and oral communication skills and a background of successful experience in the use of those skills.
- Must have the ability to conduct workgroup/workflow (Business Process) analysis.
- Familiarity with information engineering/CASE principles and functional analysis techniques.
- Experience creating business requirements
- Experience managing projects and developing associated documentation.
- Experience planning workload distributions, work breakdown structures, developing task schedules and priorities, estimating budgets.
- Experience with a systems life cycle for project development.
- Experience in problem resolution.
- Experience assigning tasks to and managing the work of others.
- Knowledge and experience with automated project management tools. Examples include: _MS-Project, Primavera

The following knowledge and experience may be required:

- Managing small, medium-scale, and enterprise-level projects
- PMI Certification
- Bachelor's Degree
- Knowledge and experience with the agile development methodology
- Experience managing sewer related maintenance management systems for similar size municipalities.

2.2.2 Client/Server Programmer Analyst

Performs programming and analysis functions for one or more platforms. This includes creation of detailed systems specifications, technical systems design, data analysis, program specifications as well as logic design, coding, testing, documentation and functional project management as required.

Minimum mandatory requirements may include:

- Experience in a production development environment for the required amount of years depending on level (journey, professional, or expert)
- Bachelor's degree in Computer Science, Information Technology, or any other related field from an accredited institution
- Network-specific application development such as the need to handle shared files on a network or address network-attached printers.
Work experience with Rapid Application Development (RAD) and Visual Development tools such as Visual Basic, Visual C++, Java, etc. Experience with Structured Query Language (SQL) systems such as Oracle or MS SQL Server and related development tools.
- Experience in SQL databases, tables, uses of stored procedures, report creation, and scripts.
- Ability to design and create reports using Microsoft SQL Server Reporting Services or any other Reporting tool.
- Experience with commonly-used programming languages, programming tools and development platforms such as C, HTML, AML (ARC Manipulation Language), Classic ASP, ASP.NET, VBA.NET, C#, Visual Studio.NET, MS-Access, HTML5, Microsoft Silverlight, etc.
- Knowledge of .NET application architecture and security.
- Knowledge and experience with Client-Server database connectivity.
- Knowledge and experience with web and mobile device application development.
- Knowledge of tools like Source control, change management, and software deployment.
- Ability to gather and document scope and requirements as well as deliverables (both developer and end user documents)
- Experience with development in Microsoft SharePoint Server Standard or Enterprise 2007 and/or above including the ability to develop custom lists, workflows, etc.
- Familiarity with managing SharePoint via the browser – creating sites, managing permissions, creating document libraries and custom lists, etc.
- Ability to manipulate Document Object Model (DOM) using JavaScript
- Experience and knowledge with client-server database connectivity, such as Object Linking Embedded Database (OLEDB), Active X Data Objects (ADO), and Remote Procedure Calls (RPC).
- Experience in successful development of Graphical User Interface (GUI), Application Program Interface (API) tools, and development tools.

The following knowledge, experience, and certifications may be required:

- Product-specific expertise and certifications.
- Expertise with Microsoft's Visual Studio suite and certification as a Microsoft Certified Solution Developer (MCSD)
- Expertise with Microsoft .NET languages: ASP.Net, VB.Net, C#
- Expertise in data and class modeling
- Expertise in web and mobile device development languages: HTML, CSS, JavaScript, jQuery
- Expertise in WSDL, XML and developing service interfaces
- Expertise with Microsoft SQL Server tools: Reporting Services (SSRS), Integration Services (SSIS), T-SQL
- Expertise in Microsoft SharePoint development
- Expertise in security programming concepts

2.2.3 Report Writer

Develops and maintains reports. This includes creation of detailed systems specifications, technical systems design, data analysis, program specifications as well as logic design, implementation, testing, documentation and functional project management as required.

Minimum mandatory requirements may include:

- Experience in a production development environment for the required amount of years depending on level (journey, professional, or expert)
- Bachelor's degree in Computer Science, Information Technology, or any other related field from an accredited institution
- Expertise in report development tools used to develop and maintain reports in one or more reporting technologies including Microsoft SSRS, Cognos, Birt, Crystal, or Access. Needs ability to code rules in the language of that reporting tool.
- Knowledge and management of the administration of the reporting server application software.
- Experience with Structured Query Language (SQL) systems such as Oracle or MS SQL Server and related development tools.
- Experience with commonly-used programming languages, programming tools and development platforms such as C, HTML, ASP.NET, VBA.NET, C#, Visual Studio.NET, MS-Access, HTML5, etc.
- Knowledge of .NET application architecture and security.
- Knowledge and experience with Client-Server database connectivity.
- Knowledge of tools like Source control, change management, and software deployment.
- Ability to gather and document scope and requirements as well as deliverables (both developer and end user documents)
- Proficiency in Microsoft Office applications including Word, Excel, Access, Powerpoint.

The following knowledge, experience, and certifications may be required:

- Product-specific expertise and certifications.

- Expertise with Microsoft's Visual Studio suite and certification as a Microsoft Certified Solution Developer (MCSD)
- Expertise with Microsoft .NET languages: ASP.Net, VB.Net, C#
- Expertise in data and class modeling
- Expertise with Microsoft SQL Server tools: Reporting Services (SSRS), Integration Services (SSIS), T-SQL
- Expertise in Microsoft SharePoint development
- Expertise in security programming concepts

2.2.4 Enterprise Content Management Analyst/Developer

Performs analysis, configuration and programming functions related to the Electronic Content Management system. This includes creation of detailed systems specifications, technical systems design, data analysis, and program specifications as well as logic design, coding, testing, documentation and functional project management.

Minimum mandatory requirements may be required

- Bachelor's degree in Computer Science, Information Technology, or any other related field from an accredited institution
- Knowledge of records management practices
- Expertise with IBM FileNet P8 administration including the ability to define and implement a new object store, doc classes, search templates, entry templates, and other FileNet objects.
- Experience in creating Kofax batch classes, KTM Models, Data extraction.
- Proficient with Rapid Application Development (RAD) and Visual Development tools such as FileNet Enterprise Manager, Kofax APIs and Admin Module, Visual Studio and Eclipse.
- Expertise in commonly-used programming languages, programming tools and development platforms, specifically Visual Basic, ASP.NET, C#, HTML5, Javascript, CSS, jQuery, and Java.
- Experience with Microsoft Visual Studio.
- Experience using Microsoft WCF web services.
- Experience using MVVM architecture pattern.
- Expertise in WSDL, XML and developing service interfaces
- Expertise in RDBMS systems, primarily MS SQL Server
- Expertise in Structured Query Language (SQL, T-SQL) and related development tools like SQL Enterprise Manager.
- Expertise in Windows, web and mobile device application development.
- Knowledge of SDLC tools like Source control, change management, and software deployment.
- Expertise with Microsoft SQL Server tools: Reporting Services (SSRS), Integration Services (SSIS)

The following knowledge, experience, and certifications may be required:

- Product-specific expertise and certifications.

- FileNet Administration
- FileNet Development
- Kofax Capture
- Kofax Transformation Modules (KTM)
- Microsoft Certified Solution Developer (MCSD)
- Expertise in data and class modeling

2.2.5 Desktop Installation and Help Desk Support Specialist

Performs setup, installation, and/or post installation support duties for desktop, laptop, and mobile end user devices.

Duties include:

- Installation of hardware and software
- Equipment configuration, including network interface cards, cables, and attached peripheral devices
- Complete system testing
- Delivery and set up at the customer site, including complete system and network integration testing
- Verification of network access rights
- Customer orientation to the system
- Removal of old equipment, including completing necessary paperwork to surplus a device.
- Diagnosing problems at the customer site
- Perform research to determine resolution of difficult problems
- Problem resolution, including equipment configuration, installation of hardware, software, wireless, and network issues at the customer site.
- Problem resolution related to Virtual Private Networks (VPN) .
- Complete system testing, including network connection/application access.
- Have knowledge of Active Directory and remote diagnostic tools
- Participate in, maintain, and revise processes and procedures.
- Support of Office products and troubleshooting via telephone or remote diagnostic software
- Supporting conference room equipment such as SmartBoards, multimedia equipment, projectors, etc.
- Developing PC images

The following knowledge and experience are required:

- Basic networking concepts, (such as DHCP, DNS, printer queues, VPN)
- Basic knowledge of Active Directory
- Knowledge and experience with installation and administration of desktop, laptop, and mobile end user devices.
- Knowledge of desktop and network security (such as encryption, VPN)
- Ability to understand and make changes to group policies, login scripts
- Basic PC BIOS setup
- Imaging techniques using Ghost or other like products

- Operating system installation and configuration
- Desktop application installation
- Asset and inventory tracking skills

The following certifications may be required:

- A+ certification
- Microsoft Certified Systems Engineer (M.C.S.E.)
- Microsoft Certified System Administrator (MCSA)
- Microsoft Certified Professional (MCP) in Windows 7 and Windows 10
- Microsoft Certified Desktop Support Technician (MSDST)

General Requirements:

- Ability to lift 50 lbs.
- Ability to crawl under standard office furniture for PC setup and cabling connections
- Ability to transport IT equipment (PC's, printers, monitors, etc.)
- Both oral and written communication skills
- Customer service & support skills

2.2.6 Server Management Specialist

Installs, modifies, and maintains District Servers. The individual will follow the District life cycle for project management, use problem and change control, and have responsibility for successful project implementation.

Duties include:

- Server and workstation software/hardware installation
- Server and workstation patching and software upgrade/installation (System Center Configuration Manager (SCCM))
- System customization, tuning and testing
- Capacity planning
- Technical problem resolution
- System integration of hardware and software
- Technical consultation
- Product evaluation and testing
- Provide basic server administration and general operation.
- Backup and file restore/recovery
- Maintaining system security

Minimum mandatory requirements:

- Knowledge and experience with the installation and administration of operating systems and environments: Examples include: Windows OS, Microsoft Active Directory, SCCM, VPN, Citrix, etc.

- Enterprise system experience with operating systems and environments: Examples include: MS server products, Enterprise backup software, backup servers and tape libraries, Storage solutions (NAS, 3PAR, etc.), Windows OS patch management, Server monitoring and notification systems
- Bachelor's degree in Computer Science or computer related field from an accredited institution
- Minimum 10 years server administration and management of application servers,

2.3 Capability Statements

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

2.4 Customer References

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

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

Proposer's references may include SASD and Regional San departments or divisions.

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

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

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

3. ANCILLARY REQUIREMENTS

3.1 Specific Terms and Conditions

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

3.2.1 Costs

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

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

3.2.2 Confidentiality and Security

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

The contractor and the contractor's assigned personnel shall access or handle restricted or confidential data only as required for performance of the assigned duties. The contractor and the contractor's assigned personnel shall disseminate such data only to personnel specifically authorized in writing by SASD and Regional San, and in no event shall the contractor or the contractor's assigned personnel discuss or disseminate any data or information whatsoever, which relates to data accessed or handled as a result of this Agreement, to any unauthorized person. Nor shall such data or information be used for any purpose except that purpose for which it was intended, as authorized or directed by SASD and Regional San. Violations by the contractor's personnel may be prosecuted to the full extent allowed by law and the vendor's contract may be terminated.

3.2.3 SASD and Regional San Standards

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

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

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

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

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

Services:

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

3.2.4 Satisfactory Performance

Contractor employees who provide unsatisfactory services shall be removed from SASD and Regional San assignment immediately upon notice of unsatisfactory performance. No payment shall be made for any services rendered by such personnel following such notice or for immediately preceding services which were the direct cause of such notice.

3.2.5 Contractor's Employee Compensation

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

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

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

SASD and Regional San Holidays – there are twelve SASD / Regional San holidays (13days off)
SASD observes in a calendar year.

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

Please Note - Contractor’s employees are not required to perform their duties on these days and SASD and Regional San will not compensate them for these holidays. Contractors are also not allowed to make up additional work time on other days due to a holiday unless the Districts request the contractor put in the extra hours to meet a project deadline, in which case a pre-approval will be needed

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

3.2.6 Invoices

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

The contractor shall submit bimonthly invoices in arrears with contract employee’s timesheet attached. All attached timesheets submitted with the invoice should be in the District’s timesheet format with a signature for approval from the contract employee’s supervisor, manager, or designated backup to the manager. All invoices shall be subject to review and approval by the SASD or Regional San staff and will be processed within thirty (30) days following said approval. SASD or Regional San and the contractor shall negotiate in good faith to resolve any disputed invoices, or portions thereof.

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

3.2.7 Facilities and Support

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

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

3.2.8 Request for resumes and selection process

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

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

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

The SASD or Regional San reserves the right to discontinue services provided by any contract personnel when those services are no longer needed or whenever they are not satisfactory to SASD or Regional San. Upon such termination, the contractor agrees to turn over to SASD or Regional San everything in its (and its personnel's) possession or control pertaining to the services performed by the contractor immediately upon receipt of notice of termination.

3.2.9 Independence of the Contractor

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

If contractor uses any sub-contractors, such persons shall be entirely and exclusively under the direction, supervision, and control of the contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be determined by the contractor.

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

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

3.2.10 Conflict of Interest

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

3.2.11 Non-Discrimination

Contractors shall not discriminate on the provision of services because of color, race, creed, national origin, religion, sex, sexual orientation, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000D), the Americans with Disabilities Act (42 U.S.C. Section 12131 ET SEQ.), and all other applicable laws and regulation requiring no discrimination.

3.2.12 Rights to Contracted Products

Products prepared by the contractor or the contractor's assigned personnel, but not including the contractor's administrative communications and records, shall be delivered to and become the exclusive property of SASD or Regional San for no additional fee or charge, and may be used by SASD or Regional San in any way it may deem appropriate.

The ideas, concepts know-how, or techniques developed during the course of services provided by the contractor or jointly by the contractor and SASD or Regional San can be used by SASD or Regional San in any way it may deem appropriate, so long as that use does not violate any term of the contract between SASD or Regional San and the contract.

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

3.2.13 Indemnification

For work or services provided under this Agreement, contractor shall indemnify, defend, and hold harmless Regional San / SASD, its Board of Directors, officers, agents, employees and volunteers in connection with claims, losses, damages, liabilities and lawsuits, including reasonable attorney fees, to

the extent they arise from, or alleged to arise from, the negligent acts, errors, omissions, recklessness or willful misconduct in connection with the Contractor's performance under this Agreement 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, or a party for whom the contractor is legally responsible. The indemnity shall include claims by a third-party arising from the unauthorized use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used in the performance of this Agreement. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by contractor or contractor's subcontractors at any tier.

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

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

3.2.14 Applicable Laws

Contractor, in providing the services specified herein, shall comply with all applicable Federal, State and SASD or Regional San statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California.

3.2.15 Assignment and Sub-Contracting

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

3.2.16 Termination

Either party may terminate the contract at any time by thirty days written notice to the other party, whether or not such other party is in default.

Upon such termination, the contractor agrees to turn over to SASD or Regional San everything in its possession or control pertaining to the services performed by the contractor within seven days of receipt of Notice of Termination by the non-terminating party.

SASD or Regional San agrees to pay, without duplication, for work performed prior to the date of mailing written notice of cancellation by standard US Postal Service and for any work performed at the specific written request of the SASD or Regional San prior to the effective date of termination.

3.2.17 Modifications/Extensions

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

3.2.18 Audit of the Contractor's Records

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

3.2.19 Successors and Waivers

The contract between SASD and the contractor(s) shall bind the successors of SASD or Regional San and the contractor(s) in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder.

3.2.20 Completion of Assignment

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

3.2.21 Training

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

3.2.22 Driver's License

On occasion, SASD or Regional San may require the contractor's personnel to travel from work site to work site in order to perform work. A photocopy of the contracted employee's valid California driver's license will be collected and kept current by the contractor if the contracted employee is expected to drive their own vehicle or a District vehicle to perform work. Mileage is not reimbursed by the Districts.

3.2.23 Benefits Waiver

If contractor is unincorporated, contractor acknowledges and agrees that contractor is not entitled to receive the following benefits and/or compensation from SASD or Regional San: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, paternal leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, The Civil Service Rule, the

Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between SASD, Regional San, Sacramento County and its employee organizations. Should any employee or agent of contractor seek to obtain such benefits from SASD, Regional San or the County of Sacramento, contractor agrees to indemnify and hold harmless SASD and the County from any and all claims that may be made against SASD or Regional San for the County for such benefits.

4. GENERAL TERMS AND CONDITIONS

4.1 Compliance with standard terms & conditions

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

4.2 Confidentiality

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

4.3 Insurance

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

5. RESPONSE PRESENTATION & REVIEW

5.1 Response Content

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

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

- Cover Sheet – the cover sheet at the front of the RFP must be signed and completed in regards to all information required. The signed cover sheet represents your agreement to supply the requested goods and/or services detailed in the RFP.
- Company Profile – provide a brief history of your company, and an executive summary of your response. Content should be no more than two pages.
- Forms and Schedules – complete each and every form and attachment contained in this RFP#8297.

- Acceptance/Execution Response – provide a detailed description of any exception taken with any term, condition, specification, or requirement of this RFP. Specify the section number(s). Proposers are to provide written acceptance of all other terms, conditions, specifications and requirement. Exceptions that we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

5.1.1 Pre-submittal Corrections

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

5.2 SUBMITTAL OF RESPONSES

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

5.2.1 Submittal Envelope

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

5.2.2 Submittal Deadline

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

5.3 RFP OPENING

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

5.4 RESPONSE CLARIFICATION

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

5.4.1 Rejection or Correction of Responses

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

5.5 EVALUATION PROCESS

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

5.5.1 Reference Check

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

5.5.2 Acceptability

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

5.6 AWARD CRITERIA

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

1. Our perception of your understanding of our stated needs and specifications, as evidenced by the completeness and thoroughness of your responses
2. Ease of rating and review
3. Adherence to RFP specifications, terms and conditions
4. Regional San and SASD job requirements fit to our specifications
5. Rates and proposed mark-up rates
6. Account Management Services offered

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

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

- 1) Proper completion and submittal of required proposal documents
- 2) Acceptability of exceptions taken to proposal terms and conditions
- 3) Experience requirement met or exceeded

The award of the proposal will be based on an assessment of selected rating criteria which will represent a capability/quality ranking. Projected costs will be then evaluated with a final quality ranking. The following table identifies criteria used in the final determination for the selection of the first-step proposal ranking. If any criteria score fails to be above zero, the RFP will be automatically rejected. Price does matter, and we will be seeking the least costly outcome that meets our needs as we interpret them based upon both the qualitative and quantitative information provided in the proposal submittal to the District.

Phase 2: In Phase 2, proposals that were not disqualified in Phase 1 will be evaluated and scored using the table below:

Item	Rating Criteria	Possible Points	Points Given
1	Completeness and thoroughness of responses to Vendor Questionnaire	10	
2	Ease of rating and review	5	
3	Adherence to RFP specifications, terms and conditions	5	
4	SASD and Regional San Job Requirements Fit <ul style="list-style-type: none"> • Project Manager/Business Analyst • Client/Server Programmer Analyst • Enterprise Content Management Analyst/Developer • Desktop Installation and Help Desk Support Specialist • Server Management Specialist 	20	
5	Rates and Proposed Markup Rates	20	
6	Account Management Services	20	
	Total	80	

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

In Phase 3, those proposers with a score of less than 60 will be disqualified. Competitive pricing and financial stability will determine the successful proposer from all of those with a score of 75 or greater.

ADDITIONAL TERMS AND CONDITIONS

Valid offer: Proposals received are an irrevocable offer and shall be valid for ninety (90) days following the closing date for receipt of Proposals.

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

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

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 (SASD or Regional San facilities).

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

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

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

Material safety data sheet: It is required by law that all hazardous materials be accompanied with a “material safety data sheet” (MSDS) at time of delivery.

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

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

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

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

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

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

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

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

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

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

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

Non-recognition of subcontractors: No subcontractor will be recognized as such, and all persons engaged in the work under the blanket order will be considered as employees of the Contractor, and their work shall be subject to all provisions of the proposal. The District and its representatives will deal only with the Contractor, who shall be responsible for the proper execution of the work.

Dismissal of unsatisfactory employees: If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District representative, or is, in the opinion of the District representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the District representative.

Liability of District officials: Neither the District, nor its officers, employees, agents, nor representatives, nor any of them shall be responsible for any liability arising in the performance of the contract. For instance, the Contractor may elect to store his/her equipment, materials, and supplies at the job site (upon obtaining permission), but does so at his/her own risk.

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

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

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

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

Compliance with all laws: Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed with the state of California and construed with and governed by the laws of the state of California.

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

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

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

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

Independent contractor:

1. It is understood and agreed that 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 District. District is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists due to this agreement.
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 District as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
3. If, in the performance of this agreement, 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 District, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, nor to bind District to any obligation whatsoever.
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 terms and conditions of this agreement.

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.

Invoicing:

1. Prepare invoices in duplicate and to the proper District as needs arise. Send the original and duplicate copies of invoices to:

Attention: Accounts Payable
Sacramento Area Sewer District
10060 Goethe Road
Sacramento, CA 95827

Or

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

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

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

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, his agents, representatives or employees. District shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for District and for members of the public, District may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. District's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Contractor shall furnish the District with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The District may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the District before performance commences. The District reserves the right to require that Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office. .
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. On a case by case basis and for business purposes and subject to the District approval, a contracted employee may be allowed to drive a District vehicle to perform work. The District is a self-insured public entity. Its self- insurance program does not extend to the personal liability of a non-employee driving a District vehicle, even if performing work on behalf of the District. The contractor's commercial automobile policy must be structured in a way that the personal liability of a contracted employee is covered. It is the responsibility of contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits and forms regarding insurance requirements specified herein. Before a non-employee contractor may drive a District vehicle, the District must receive written confirmation from the contractor's insurance advisor or carrier that the contractor's auto liability program covers the personal liability of a contracted employee while driving a District vehicle.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

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

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage. Individually owned vehicles, including those of contractor's employees, if required to travel from work site to work site in order to perform work, must maintain auto coverage not less than \$50,000 per person/\$100,000 per accident/\$50,000 property damage or \$100,000 combined single limit.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. 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 designated under the Minimum Scope of Insurance.
6. ERRORS AND OMISSIONS LIABILITY: Technology Errors and Omissions Liability covering the contractor's professional services with limits not less than \$2,000,000 per claim or occurrence and \$2,000,000 annual aggregate.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and accepted by the District.

Other Insurance Provisions

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

1. **ADDITIONAL INSURED STATUS:** The District and the County of Sacramento, their officers, agents, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or

borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the District, its officers, agents, directors, officials, employees, or volunteers. Applicable to General Liability and Auto Liability Policies.

2. **PRIMARY INSURANCE:** For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the District and the County, their officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the District or the County, their officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.
3. **FAILURE TO COMPLY:** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the District is named as an additional insured.
4. **SEVERABILITY OF INTEREST:** The 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. Applicable to General Liability and Auto Liability policies.
5. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages in place at all times and provide the District with evidence of each policy's renewal within ten (10) days after its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement. Applicable to all policies.
6. **WORKERS' COMPENSATION WAIVER OF SUBROGATION AND ALTERNATE EMPLOYER:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the District and the County, their officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor. The contractor's workers' compensation policy will be required to include the "Alternate Employer Endorsement" naming the District as the alternate employer.
7. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected.
8. **SUBCONTRACTORS:** Contractor shall require all subcontractors to maintain adequate insurance. Subcontractors shall name CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by contractor's subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
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 County, Contractor shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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

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.

1. **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.
2. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received by the Regional San/SASD if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the District warrant or check.
3. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from Regional San/SASD, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.
4. **HOLD HARMLESS:** The vendor shall hold Regional San/SASD, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against Regional San/SASD or himself because of the unauthorized use of such articles.
5. **DEFAULT BY VENDOR:** In case of default by vendor, Regional San/SASD may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to Regional San/SASD. Prices paid by Regional San/SASD 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 District Purchasing Manager.
6. **RIGHT TO AUDIT:** Regional San/SASD reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
7. **ASSIGNMENT:**
 - (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the District Purchasing Manager.
 - (b) In submitting a quote to a public purchasing body, the proposer offers and agrees that if the proposer is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15)) the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising

from the purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.

8. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
9. **F.E.T. EXEMPTION:** SASD is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
10. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
11. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
12. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by Regional San/SASD without written notice of acceptance thereof prior to shipment.
13. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
14. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
15. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the District Purchasing Manager.
16. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.

ATTACHMENT A

VENDOR QUESTIONNAIRE

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

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

References: List three or more clients for whom you have been providing project management, Business Analysis, Client/Server Programmer Analyst, Enterprise Content management Developer/Architect, Desktop Install and Helpdesk Support Specialist, and Server Management Specialist services to. List references that are current and similar in size and scope. For each of these references, include organization name, address, and the name and telephone number of the contact person.

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

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

VENDOR QUESTIONNAIRE

(Continued)

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

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

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

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

VENDOR QUESTIONNAIRE
(Continued)

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

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

ATTACHMENT B

EXCEPTIONS SHEET

(If “none” then enter below)

ATTACHMENT C

SECURITY STATEMENT

**Sacramento Area Sewer District
10060 Goethe Road
Sacramento, CA 95758**

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

Subject: Use of Confidential District Information

Our company will respect and maintain strict confidentiality in the use of all data that our company employees may gain access to for the purpose of preparing a response to RFP# 8297 and for the performance of any subsequent contract. Information obtained from the District will be used only by authorized company employees and for only those purposes for which the District provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to the District promptly after use, all documents supplied along with all records of information derived there from.

Sincerely,

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTACHMENT D
REGARDING INSURANCE COVERAGE

PROPOSER HEREBY CERTIFIES that proposer has reviewed and understands the insurance coverage requirements specified in Request for Proposal No. 8297. Should proposer be awarded a contract for the work, proposer further certifies that proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Sacramento Area Sewer District and Sacramento Regional County Sanitation District, as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTACHMENT E
CUSTOMER REFERENCES

R-1

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

R-2

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

R-3

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

R-4

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

ATTACHMENT F

CONTRACTOR'S PRICE SHEET
(Required of all Respondents)

TO THE DISTRICT FOR SERVICES FOR SASD AND REGIONAL SAN

YOUR COST MARKUP FOR I/T TEMPORARY STAFF PER JOB DESCRIPTIONS (Section 2.2)

Job Class	Hourly Bill Rate	Percentage Mark-Up of Bill Rate
Project Manager/Business Analyst (Section 2.2.1)		
Client/Server Programmer (Section 2.2.2)		
Enterprise Content Management Analyst/Developer (2.2.3)		
Desktop Installation and Help Desk Support Specialist (2.2.4)		
Server Management Specialist (2.2.5)		