



REQUEST FOR PROPOSAL

2024-RFP-0429

TELECOM AUDIT

County of Sacramento

9660 Ecology Lane

Sacramento, CA 95827

RELEASE DATE: January 16, 2025

DEADLINE FOR QUESTIONS: January 30, 2025

RESPONSE DEADLINE: February 20, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/saccounty>

County of Sacramento  
REQUEST FOR PROPOSAL  
Telecom Audit

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## 1. Definitions

**Response:**The written, signed and sealed complete document(s) submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

**Request/Proposal/Bid:** The completed and released solicitation, including all subsequent addenda, made publicly available to all prospective proposers.

**We/Us/Our:** Terms that refer to the County of Sacramento, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

- Purchasing - the Contracts and Purchasing Services Division of the Department of General Services.
- Department/Division – The department or division requesting the goods or services contained in this request, for which this PROPOSAL is prepared and which will be the end user of the requested goods or services.
- Constituency – the client base or County population which may benefit from the procurement of goods and/or services requested herein.

**You/Your:** Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier - A business entity engaged in the business of providing services.
- Proposer - A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirements.
- Contractor - The Proposer(s) whose Response to this proposal is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this proposal.
- Contractor's Employee - All persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

**Mandatory:** A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

**Default:**A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

**Cancellation/Termination:**A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

**“Or Equal”:** A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

## 2. Introduction

### 2.1. Summary

The scope of work for this RFP is to deliver a thorough Telecommunications Audit focused on cellular billing contracts, telephony circuits (landlines), internet circuits, and proper utilization of the California Network and Telecommunications (CALNET) Program. The goal is to drive cost savings and enhance compliance, efficiency, and overall service delivery to meet the needs of County of Sacramento departments and constituents. This RFP seeks qualified vendors capable of providing the expertise needed to perform an actionable audit that ultimately leads to significant cost savings and telecommunications efficiencies. The awarded vendor will be expected to work with the County's Department of Technology (DTech) to ensure all requirements are met, including providing detailed recommendations aimed at reducing costs, increasing efficiencies, and ensuring regulatory compliance.

The County's contracting authority for amendments, renewals, replacement etc. cannot be disrupted during the audit process.

The awarded vendor will be responsible for providing a Summary of Recommendations and an Implementation Plan which includes a prioritized list of actionable recommendations for cost savings across all areas assessed, and estimated savings for each suggestion with emphasis on both short-term and long-term strategies for implementation. In addition, the awarded vendor will establish metrics and Key Performance Indicators (KPIs) to evaluate the success of implemented changes and suggest any follow-up review schedules to ensure ongoing compliance and efficiency in telecom expenditures, and practices.

The County seeks a fixed price contract. It is the expectation of the County that the proposed pricing will be highly competitive.

Objectives include:

- Evaluate current telecom expenses to identify opportunities for cost savings such as unnecessary charges and/or better pricing options that could significantly reduce expenditures while maintaining standards.
- Develop recommendations for optimizing current contracts and service providers. Review existing contracts with telecom providers to ensure compliance with terms and conditions. This includes verifying that the County is receiving the services as promised and that there are no hidden fees.
- Ensure compliance with State and Federal regulations, including the California Public Utilities Commission (CPUC) regulations and Federal Communications Commission (FCC) requirements.
- Provide strategic recommendations for future telecom needs based on current and anticipated growth. This proactive approach will help the County budget effectively.

## 2.2. [Background](#)

Sacramento County was incorporated in 1850 as one of the original 27 counties of the State of California. A five-member elected Board of Supervisors serves as the government body of the County, establishing policy and exercising legislative authority. The County Executive, appointed by the Board, serves as the Chief Executive Officer of the County and is generally responsible for the County's day-to-day operations. Sacramento County has an estimated population of 2.1 million residents. The County is staffed by approximately 12,000 full-time employees and manages an annual budget of almost \$5.8 billion.

This RFP is required to award a contract(s) to perform an audit of the various aspects of the County's Telecommunication environment. The Contract(s) will provide for specialized audit services as outlined in this RFP and will need approval of by the County Board of Supervisors before work can begin.

The County intends to issue a 1 (one) year contract with the ability to extend for up to 4 (four) additional 1 (one) year periods.

## 2.3. [Contact Information](#)

**Chris Anderson**

Senior Contract Services Officer  
9660 Ecology Ln.  
Sacramento, CA 95827  
Email: [andersonch@saccounty.gov](mailto:andersonch@saccounty.gov)  
Phone: [\(916\) 874-7034](tel:9168747034)

**Department:**

DGS: CAPSD - Procurement

**Department Head:**

Brandalyn Tramel  
Purchasing Agent

## 2.4. [Timeline](#)

<b>Release Project Date</b>	January 16, 2025
<b>Question Submission Deadline</b>	January 30, 2025, 3:00pm
<b>Addendum Issued (if necessary)</b>	February 6, 2025, 3:00pm
<b>Submission Deadline</b>	February 20, 2025, 3:00pm
<b>Award Contract</b>	April 3, 2025

### 3. Proposer's Instructions

**General Format:** Respond to all requests for information and completion of forms contained in this Request for Proposal. You may use additional sheets as necessary. A qualifying response must address all items. Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Proposer is solely responsible for accuracy and completeness of proposal response and for electronically separating confidential documents when submitting their response through [SacCountyEbids](#). Responses considered incomplete may be rejected.

**Alteration of Proposal Text:** the original text of this proposal document, as well as any attachments, amendments or other official correspondence related to this proposal document, may not be manually, electronically or otherwise altered by proposer or proposer's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

**Preparation of Response:**

- A. All responses must be signed by an authorized officer or employee of the responder.
- B. Responses must be submitted prior to the specified date and time, using the [SacCountyEbids](#). Responses delivered by hand, fax, telephone, e-mail, or any postal carrier will not be accepted. If bidder uploads a file to [SacCountyEbids](#), it is bidder responsibility to ensure the file is not corrupt or damaged. If County is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify bidder's submission. See this [training guide](#) for guidance entering your online response.
- C. Time of delivery must be stated as the number of calendar days following receipt of the order by the proposer to receipt of the goods or services by the County.
- D. Time of delivery may be a consideration in the award.
- E. Prices will be considered as net if no cash discount is offered. If a discrepancy between the unit price and the item total exists, the unit price prevails.
- F. Shipping Terms: N/A; Payment Terms: NET/30.

**Confidential Information/Public Record:** All responses become property of the County. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** (see "Confidential" section in Vendor Submissions) as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

## 4. Basis for Award

This proposal award will be determined by factors other than price alone. The County's sole purpose in the evaluation process is to determine from among the Responses received, which one is best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one proposal is superior to another, but simply that in our judgment the proposal(s) we select offer(s) the best overall solution for our current and anticipated needs. The County reserves the right to make modifications to any scoring and/or weight structure prior to the evaluation of responses. The responses will remain sealed during the proposal evaluation period, and will be made available for public inspection upon notice of proposal award.

**Bid responses will be considered valid for a period of 90 calendar days after bid closing date above.**

**Note:** All specifications, terms and conditions of this request will apply to any resulting order.

### 4.1. Scoring Criteria

Proposals will be scored on pricing and other factors in your proposal such as ability to meet the requirements of the RFP, experience, references, risk assessment, etc. Contract(s) will be awarded to the highest scoring proposer(s).

### 4.2. Proposal Award

All specifications, terms and conditions of this request will apply to any resulting order.

The County reserves the right to make a single award, multiple awards, or no award at all to this RFP, or to procure any materials, equipment or services specified in this RFP by any other means, or to determine that no project will be pursued. In addition, the RFP may be amended, canceled, or reissued as necessary to meet requirements. The County reserves the right to waive or correct any informalities and minor irregularities in proposals received. The County reserves the right prior to proposal submission deadline, to modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals.

The evaluation factors reflect the totality of considerations to be used in evaluating the requested Proposal responses. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality product and services and will achieve the project's goals and objectives.

### 4.3. Evaluation Phases

All proposals will be evaluated by a County designated Evaluation Committee consisting of key County stakeholders. All proposals will be evaluated using the same criteria and with the same amount of possible points. Evaluations will be based on the criteria listed below, which correspond to information requested in various sections of the proposal:

The evaluation process will be completed in two phases. The first phase will evaluate the timely submitted written proposals including Risk Assessment, Organization and Experience and the Description of Services submittals. Proposals that do not include all relevant required forms and sections, or do not meet minimum qualifications, are subject to rejection without further evaluation. Based on the scores from the proposal evaluation, the Evaluation Committee will determine which Proposers will be invited to participate in the second phase.

The second phase will evaluate proposer interviews, cost information and customer references. Phase 2 will consist of an in-person/Microsoft Teams video conference interview from each invited Proposer. The interviews may be held on-site at a County facility. Interview questions will be scripted so that each Proposer follows a standardized outline; the County is not interested in a corporate or sales presentation. Proposers must be prepared to demonstrate their understanding of any requirement outlined within the proposal. The County reserves the right to ask additional questions during interviews to clarify the scope and content of the submitted written proposal and verbal responses.

Points from Phase 1 (proposal review) will not be factored into the Phase 2 (interview, cost and references) evaluations.

During the course of evaluations, the Evaluation Committee may:

- Choose to contact officials from other jurisdictions regarding the Proposer, their prior work experience, and their ability to successfully complete the scope of services. The County may coordinate independent site visits to other jurisdictions to understand the product and services in a working environment.
- Request clarification or additional information from a Proposer in order to assist in the evaluation process. This process may not be used as an opportunity to submit missing documentation, change pricing, or make major revisions to the original response.
- Request work product examples for any documentation deliverables outlined in this proposal.
- Require changes in the scope of services, as deemed necessary by the County, before Contract execution.
- Invite additional Proposers from Phase 1 to participate in Phase 2 evaluations.

Phase 1

Appendix U Description of Services

Appendix S Organization and Experience

Phase 2

Proposer's Interview

Appendix I Total Costs

Proposer's References

## 5. Final Acceptance

### **Equipment/Supplies/Services**

The County of Sacramento will agree to final acceptance only after the supplied equipment, product or service is tested and is found to perform within acceptable standards of operation, is in compliance with all published and implied performance standards, and is considered by the County to be ready for practical application.

## 6. Project Details

### 6.1. [Important Instructions for Electronic Submittal](#)

The County is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at [Sign Up \(opengov.com\)](https://opengov.com). Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

### 6.2. [Project Details](#)

#### **Contractor Responsibilities Instructions:**

##### **Implementation**

County recognizes that the involvement, understanding and commitment of employees are essential to the successful implementation of the proposed audit solution. As such, County employees will assist in all key process modifications and be involved in any changes or decisions that may be required based on any recommendations.

- The successful Contractor, with appropriate involvement from County employees, must provide all professional services required to implement the proposed telecom audit solutions.
- The Contractor may submit multiple recommendation options which can be discussed with the County if they are awarded the contract, and each option must have its own specific Appendix I Pricing document submitted. The County would like to understand available Proposer service offerings.

##### **Enhancements and Updates**

Any enhancements needed to satisfy the requirements outlined in this RFP must be included as part of the services rendered core product and identified in the proposal.

All updates provided to the County should continue to be subject to the terms and conditions of any existing service agreements, i.e. any existing cell phone or circuit contracts/agreements that are in place.

##### **Project Schedule**

The Contractor will work with the County to develop a project schedule after contract award.

##### **Place of Performance**

The location of worksite, if applicable, will be 799 G Street Sacramento, CA 95814.

The Proposer must outline in the proposal the planned on-site time and costs associated with providing on-site resources. The County does not pay for travel expenses; these must be factored into the total cost of the project proposal and included in Appendix I - Pricing.

## **Deliverables**

The following section outlines the high-level project deliverables. Some deliverables will be the sole responsibility of the awarded Proposer, while others will be a shared responsibility of both the Proposer and Sacramento County.

All deliverables become the property of Sacramento County.

For all proposal submissions the following good faith estimate of our environment must be used:

### **Voice and Internet/Data Circuits:**

Active 1MB Circuits (Metered or Basic Business Lines): **Qty. 424**

Active Circuits (Data Lines or Connections): **Qty. 53**

Active External Circuits (Landlines): **Qty. 115**

**Grand Total: Qty. 592**

### **Wireless Lines:**

Active Cellular Telephone Lines: **Qty. 5,687**

**Grand Total: Qty. 5,687**

## **Detailed Cost Savings RFP Deliverables for Telecommunications Audit**

### **Focus Areas:**

- Cellular Telephone Billing and Contracts
- Telephony Circuits (Landlines)
- Internet Circuits
- California Network and Telecommunications (CALNET) Program

### **Exclusions:**

#### **The following services and lines will be excluded from the scope of the audit:**

- Exclusion of Private/Secure Networks
- Secure or classified telecommunications networks and lines used exclusively for confidential government operations will not be subject to review.
- Any lines or services designated by Sacramento County as outside the audit's scope, based on operational requirements.

### **Deliverables:**

#### **Cellular Telephone Billing Analysis:**

- Comprehensive Billing Review
- Detailed examination of cellular billing statements to identify usage patterns and charges.
- Highlight discrepancies, unauthorized charges, and overages that can be disputed or corrected.
- Rate Plan Evaluation (Cellular, Circuits, etc.)
- Assessment of current rate plans to determine if they align with actual usage.
- Recommendations for more appropriate plans (e.g., shared data plans vs. individual plans) based on usage patterns, including projected savings.

#### **Device Utilization Report (Cellular, Circuits, etc.):**

- Inventory of devices currently in use.

- Analysis of device performance versus cost to identify opportunities for device consolidation or upgrades.

**Contract Compliance and Renewal Opportunities:**

- Review existing cellular contracts for compliance with terms, highlighting areas for renegotiation.
- Identify opportunities for leveraging bulk purchasing or multi-line discounts for cost savings.
- Identify opportunities for alternative contracts available to the County of Sacramento that could add better value and/or service, as well as identifying the County's ability to change.
- Telephony Circuits (Landlines) Audit
- Circuit Inventory and Utilization Assessment (1MBs and other External Landlines, etc.).
- Comprehensive inventory of all telephony circuits, including landlines and associated services.
- Analysis of usage metrics to identify underutilized or redundant circuits that can be decommissioned.

**Cost Comparison Analysis:**

- Compare current CALNET costs against potential alternative CALNET pricing to determine potential savings and an extensive review and audit of dependability and quality of service. i.e., Which has the least downtime, provides the best latency speed, the best transfer of data, etc.
- Identify opportunities to migrate services to CALNET or services from CALNET to lower non-CALNET pricing, and to potentially consolidate existing circuits under CALNET offerings.

**Service Quality Assessment:**

- Evaluate the performance and reliability of existing services.
- Provide recommendations for improving service quality while reducing costs, including potential service level agreements (SLAs) with providers.
- California Network and Telecommunications (CALNET) Program Utilization

**CALNET Compliance and Optimization Review:**

- Ensure all current services align with CALNET requirements and best practices.
- Analyze the County's utilization of CALNET services to identify underutilized offerings or opportunities for enhancement.
- Cost-Benefit Analysis of CALNET Services
- Detailed analysis comparing the costs of CALNET services against private providers.
- Recommendations on service transitions that can lead to cost savings while maintaining or improving service levels.

**Future CALNET Opportunities:**

- Identification of additional CALNET services that may meet departmental needs and provide cost efficiencies.
- Development of a roadmap for integrating CALNET solutions into the County's telecommunications strategy.
- Summary of Recommendations and Implementation Plan

**Actionable Recommendations:**

- Provide a prioritized list of actionable recommendations for cost savings across all areas, including estimated savings for each suggestion.
- Emphasize both short-term and long-term strategies for implementation.

**Implementation Timeline:**

- Develop a detailed timeline for implementing recommendations, specifying phases, responsible parties, and deadlines.
- Establish monitoring metrics to evaluate the success of recommended changes.
- Suggest a follow-up review schedule to ensure ongoing compliance and efficiency in telecom expenditures.

**Best Practices Documentation:**

- Provide documentation on best practices for managing telecom expenses, ensuring that the County can sustain cost efficiencies.

**Milestone Deliverables**

**Project Documentation:**

- Provide standard project documentation for each project phase including the following:
- Project Plan
- Project Schedule
- Project Agendas and Meeting Minutes
- Status Reports
- Change Requests

**County Furnished Resources:**

The County will work with the Proposer to identify the necessary systems, data, and/or equipment required to meet requirements of the Telecom Audit. The County will provide a work area and/or conference room on County premises for the Proposer to work and meet with staff. The County will make subject matter experts (SME) available to work with the Proposer to answer questions and review information.

**Applicable Specifications and Standards:**

Proposals must include project management resources necessary to manage project delivery effectively throughout the entire lifecycle of the recommended solution implementation.

The selected awarded Proposer will be responsible for applying project management methodologies in the areas of project planning, resource management, project execution, and documentation.

The Contractor will assign a Project Manager to the contract who will act as the single point of contact for the length of the project. The County will also assign a Project Manager to this project. The Contractor's Project Manager must work with the County Project Manager for the duration of the project.

**The Proposer's Project Manager will be responsible for managing or coordinating the following:**

- Participating in project status meetings
- Develop the communication plan and provide status reports
- Manage scope to remain within agreed upon Contract
- Develop, maintain, and distribute the project plan/schedule
- Day-to-day management and scheduling of Contractor resources
- Manage change requests, identify and document impact of change to scope, cost and/or schedule
- Manage tracking and resolution
- Deliver and review payment invoices

- Deliver all documentation

The County reserves the right to request a change in the Account or Project Manager at no additional costs, if we feel the relationship is not progressing smoothly.

### **Deliverable Acceptance**

**Review and acceptance of each Telecom Audit deliverable shall be based upon the following deliverable quality standards. Each deliverable shall:**

- Address all components required by the Contract and the requirements for that Deliverable, and any areas identified subsequently through meetings and planning sessions.
- Be in Compliance with all format requirements described in the contract.
- Support the purpose for which the deliverable was developed.
- Final Acceptance

Sacramento County will agree to final acceptance only after the contracted services and deliverables are considered by the County to be in compliance with the Contract specifications, terms and conditions and ready for practical application for the intended purpose conveyed herein.

Upon successful completion of the audit recommendations and achievement of all milestones as specified in the Contract; the County will issue a notice of Final Acceptance. After County acceptance, the Contractor must ensure that any Sacramento County confidential data is erased from their non-County systems so that it is not recoverable. Certain County information is legally confidential; this information must be protected and may not be shared.

The payment schedule will be discussed and finalized during the contract negotiation phase with the selected Proposer, 25% of the total project cost will be held until final acceptance has been completed.

### **6.3. [Downloading Required Submittals](#)**

The required documents for submittal must be downloaded from the Opengov website and not from the downloaded RFP document, attempting to download from the RFP document will result in a broken link message.

If you experience technical difficulties with the Opengov site, use the help function in the lower right corner of your screen, the County does not own or maintain Opengov.

## 7. Vendor Submissions

### 7.1. [Proposal Requirements\\*](#)

Did you read through and confirm that you met all of the proposal requirements?

- Yes  
 No

\*Response required

### 7.2. [Please confirm that your company will accept the County's contract terms and conditions](#)

- Please confirm

### 7.3. [Appendix I Pricing - All Pricing must be submitted on this form, no substitute documents will be accepted.\\*](#)

Please download the below documents, complete, and upload.

- [2024-RFP-0429Appendix I - P...](#)

\*Response required

### 7.4. [Appendix S Organization and Experience form is a required submittal, no substitute documents will be accepted.\\*](#)

Please download the below documents, complete, and upload.

- [2024-RFP-0429 Appendix S - ...](#)

\*Response required

### 7.5. [Appendix U Description of Service form is a required submittal, no substitute documents will be accepted.\\*](#)

Please download the below documents, complete, and upload.

- [2024-RFP-0429 Appendix U - ...](#)

\*Response required

### 7.6. [Security Supplemental Terms and Condition this is a required submittal, no substitute documents will be accepted.\\*](#)

Please download the below documents, complete, and upload.

- [2024-RFP-0429 Supplimental ...](#)

\*Response required

### 7.7. [Confidential Company Information \(if applicable\)](#)

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the

California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information in this section as part of your response package. Click "File Upload" below to upload your confidential documents.

### 7.8. Contractor Certification of Compliance\*

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

**CONTRACTOR hereby certifies that either:**

- (a) the CONTRACTOR is a government or non-profit entity (exempt)
- (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt)
- (c) each Principal Owner (25% or more), does not have any existing child support orders
- (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

\*Response required

### 7.9. Contractor Certification of Compliance Cont...\*

**New CONTRACTOR shall certify that each of the following statements is true:**

- A. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- B. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at [www.childsup.ca.gov](http://www.childsup.ca.gov).

- Yes
- No

\*Response required

### 7.10. Solicitation Exceptions\*

Please list all exceptions below referring to name of specific section and (where applicable) paragraph, subsection number, or other identifier. For each exception, please quote the statement(s) to which you are taking an exception, for reference during bid analysis. Exceptions considered excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award.

Please include the following with every exception (if your company has no exceptions, type "N/A" in this field):

- A. Page #
- B. Section#/Title
- C. Exception Description

\*Response required

### 7.11. Non-Collusion Affidavit\*

I state that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- A. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed below in the exceptions field (accept with exceptions).
- B. That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and that they will not be disclosed before proposal opening.
- C. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal/bid or other form of complementary proposal.
- D. The proposal by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- E. My firm, its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- F. No current or previous employee of the County of Sacramento (employed by County of Sacramento within the last calendar year) has been involved or is currently involved in any

manner, directly or indirectly, with bidder's response or considerations in responding to this request.

I understand and my firm understands and acknowledges that the above representations are material and important, and will be relied upon by the County of Sacramento in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Sacramento of the true facts relating to the submission of proposals/bids for this contract. Any violation of this certification shall render bidder's response invalid. In such a case, bidder's response will be immediately disqualified.

Please confirm

\*Response required

### 7.12. Customer References\*

**Include three (3) Company references here:**

#### Reference 1

- Agency/Company Name
- Project Name
- Project Size (Cost/Unit & Total Cost)
- Project Type
- Year Completed
- Name of Project Manager
- Email Address & Phone Number
- Brief Physical Description of Project

#### Reference 2

- Agency/Company Name
- Project Name
- Project Size (Cost/Unit & Total Cost)
- Project Type
- Year Completed
- Name of Project Manager
- Email Address & Phone Number
- Brief Physical Description of Project

### Reference 3

- Agency/Company Name
- Project Name
- Project Size (Cost/Unit & Total Cost)
- Project Type
- Year Completed
- Name of Project Manager
- Email Address & Phone Number
- Brief Physical Description of Project

\*Response required

### [7.13. Risk Assessment Questionnaire\\*](#)

Please download the below documents, complete, and upload.

- [Risk Assessment Questionnai...](#)

\*Response required

### [7.14. Iran Contracting Act Disclosure Form \\*](#)

(California Public Contract Code, sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a County of Sacramento contract for goods or services of \$1,000,000 or more, a vendor must either:

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

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

### **OPTION #1 - CERTIFICATION**

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

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please select "EXEMPTION" below, and attach documentation demonstrating the exemption approval with your electronic submission.

Certification

Exemption

\*Response required

## 8. Sacramento County Standard Terms and Conditions

**A. BID/QUOTE/PROPOSAL TERMS AND CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this agreement is applied, are hereby incorporated.

**B. 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.

**C. INVOICING & PAYMENT:** Upon timely submission of itemized invoices by vendor/contractor, payment shall be made per the terms of this agreement and for the prices stipulated for supplies delivered and/or services rendered after inspection and acceptance. Deductions, if any, may be made from payment as provided by this agreement. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor/contractor and approved by the County. In connection with any cash (payment) discount specified in this agreement, time will be computed from the date of complete delivery of the supplies, equipment or services as specified, or from date correct invoices are received by County, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

**D. HOLD HARMLESS:** The vendor/contractor shall hold the County of Sacramento, 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 the County of Sacramento or himself because of the unauthorized use of such articles.

**E. DEFAULT BY VENDOR/CONTRACTOR:** In case of default by vendor/contractor, the County of Sacramento 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/contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County 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 Purchasing Agent.

**F. RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**G. ASSIGNMENT:** This contract or purchase order is not assignable by vendor/contractor either in whole or in part, without the prior written approval of the County.

**H. SUCCESSORS:** This agreement shall be binding upon to the benefit of the successors and assigns of the respective parties hereto.

**I. F.E.T. EXEMPTION:** County is exempt from Federal excise tax pursuant to Internal Revenue Code 26 U.S.C. §4221(a)(4).

**J. 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.

**K. TITLE/RISK OF LOSS:** Title, ownership, and risk of loss or damage of the Goods shall be in accordance with Delivery/FOB Terms on Page 1 of the contract. The Goods are delivered to, inspected and accepted by County, except when such loss or damage is due to the fault or negligence of County.

**L. ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of price, quantity, supplies and/or services, and any terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements shall be binding.

**M. FORCE MAJEURE:** The parties will not be held liable for delays or failure in fulfillment of conditions of purchase order or contract resulting from events beyond the reasonable control of such parties. Such events include, but are not be limited to strikes, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear events, earthquakes, acts of terrorism, severe weather events and other disasters.

**N.VENDOR/CONTRACTOR TERMS AND CONDITIONS:** County's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor/contractor provides additional terms or conditions, and there is a conflict between the terms and conditions of the parties, County's terms and conditions shall govern.

**O. INFORMATION TECHNOLOGY ASSURANCES:** Vendor/contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by vendor/contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.

**P.COMPLIANCE WITH FAMILY SUPPORT ORDERS:** Vendor/contractor hereby certifies that it's principal owner(s) is in substantial compliance with Sacramento County's DCSS Program, federal and state laws regarding lawfully served orders for child, family and spousal support, including wage reporting and assignment of wages. (Failure to comply with such orders and cure the default within 90 days of notice by the County shall be grounds for termination of the contract or purchase order.

**Q. COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Vendor/contractor shall comply with all applicable federal, state, and county 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. Vendor/contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

**R. FOREIGN CURRENCY:** In the event vendor invoices submitted to the County of Sacramento is received in foreign currency, vendor understands and agrees the County of Sacramento will pay in US Dollars via wire, ACH, or check payment method. The County of Sacramento's payment of US Dollars will be calculated using the currency exchange rate on the invoice

date, regardless of date paid, or received by vendor. The County of Sacramento calculates US Dollars based on the exchange rate on such invoice date provided by the Oanda currency converter site: <http://www1.oanda.com/lang/en/currency/converter/>.

## 9. Additional Terms and Conditions

### 9.1. Additional Terms and Conditions

**Bidder Responsibility:** You are expected to be thoroughly familiar with all specifications and requirements of this bid. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this bid. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this bid unless you have specifically, by section number, raised objection.

**Awards:**

1. The County of Sacramento reserves the right to:
  1. award responses received on the basis of individual items, or groups of items, or on the entire list of items;
  2. reject any or all responses, or any part thereof;
  3. waive any informality in the responses; and
  4. accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
2. Preference for Sacramento County Products. In purchases by the County of Sacramento, price and quality being equal, preference must be given to Sacramento County products (Charter of the County of Sacramento, sec. 83); also, ". . . preference must be given to the lowest responsible local bidder offering to supply such items for purchase which are raised, grown, manufactured, fabricated, processed or assembled in Sacramento County . . ." (Sacramento County Code, sec. 2.56.060).
3. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

**Taxes:**

1. Include any sales, use, or federal excise taxes in your response as separate line item(s).
2. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.
3. Items purchased for resale will show the County's resale permit number on the purchase order.
4. Exemption certificates will be furnished when federal excise tax is exempted.

**Brand Names:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal is final and conclusive. When brand, number, or level of

quality is not stated by bidder, the offer will be considered exactly as specified.

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

**Termination:**

1. County may terminate any resulting contract without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
2. County may terminate any resulting contract for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in resulting contract in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
3. County may terminate or amend any resulting contract immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for resulting contract or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to resulting contract are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for resulting contract or any portion thereof; or 4) if funds that were previously appropriated for resulting contract are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
4. If any resulting contract is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by resulting contract as the services actually performed bear to the total services of contractor covered by resulting contract, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the resulting contract total based on the portion of the resulting contract term that has elapsed on the effective date of the termination.
5. Contractor shall not incur any expenses under any resulting contract after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

**Public Agency Participation:** It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-

division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

**Out of State Vendors Providing Services to the County of Sacramento:** Recent state legislation requires the County to withhold seven percent (7%) of all income paid to certain independent contractors who do not reside in California. (Rev. & Tax. Code §18662; Cal. Admin. Code §§18662-1-18662-14.) This provision does not apply if the total amount paid for services in a given year is less than \$1,500. It also does not apply if the contractor is: a) a corporation with a principal place of business in California; b) a partnership with a permanent place of business in California; c) a corporation qualified through the Secretary of State to do business in California; or d) an individual with a permanent residence in the State of California.

FTB Waiver -The contractor can apply to the FTB for a waiver from this withholding requirement. An FTB waiver will generally be granted when the nonresident contractor has a current history of filing California tax returns and/or is currently making estimated tax payments to the FTB. An FTB waiver request is made on FTB Form 588, which can be faxed to the FTB at (916) 845-4831.

#### **Payments (E-Payables)**

The County of Sacramento has partnered with Bank of America to implement a card payment program, ePayables, offered to County's suppliers/contractors/vendors. This preferred payment method will reduce paper waste and expedite payments to recipients. Traditional forms of payment (hardcopy checks) remain.

ePayables will not affect payment terms and conditions of any existing contract. Once an invoice is approved for payment, an electronic remittance advice will be sent to the recipient's email instead of a hardcopy check. The remittance advice will include statement-type information such as: invoice numbers, dates, and invoice amounts. Payments can be retrieved with a County designated account number assigned to the contractor. For more information, go to [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or contact the Sacramento County Department of Finance at 916-874-7411 ([epayables@saccounty.gov](mailto:epayables@saccounty.gov)).

**Late Payments:** Should the county be late in making payments against invoices submitted correctly and timely, any interest levied by the vendor for payments shall be limited by the Section 926.10 of the California Government Code.

#### **Reports:**

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

2. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to resulting contract.

## 9.2. Indemnification (services)

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by County directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subcontractors at any tier.

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

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

## 10. Environmental Purchasing Policy

### COUNTY OF SACRAMENTO ENVIRONMENTALLY PREFERABLE PURCHASING GUIDELINES AND PROCEDURES

#### 1. PURPOSE

The purpose of the Environmentally Preferable Purchasing (“EPP”) policy is to support the purchase of recycled and environmentally preferable products, and reduce waste to minimize environmental impacts of our work. The County of Sacramento recognizes that employees can make a difference in favor of environmental stewardship through contractual relationships and purchasing practices. The types of products and services purchased by the County of Sacramento has a big impact on our environment, our residents, and our employees.

The purchase of environmentally preferable products and services shall be evaluated in all procurements whenever they perform satisfactorily and are available at a reasonably competitive price. Where possible this includes the reduction or elimination of single use products. Additionally, state law now requires the County to purchase Recovered Organic Waste Products and recycled content paper.

#### 2. GOALS

The goals of this policy are to:

- Protect and conserve natural resources, water and energy;
- Minimize the County’s contribution to climate change, pollution, and solid waste disposal;
- Provide guidance for County departments on environmentally preferable purchasing;
- Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations). SB 1383 (2016) requires:
  - o Procurement of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and to support markets for products made from recycled and recovered Organic Waste materials; and
  - o Procurement of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.
- Comply with directives in the County of Sacramento Climate Emergency Resolution No. 2020-0856; and
- Comply with directives in the County of Sacramento Climate Action Plan.

#### 3. MANDATORY PROCUREMENT PRACTICES

In cooperation with their internal and external customers, the County of Sacramento (throughout this document the term “County” includes all County of Sacramento agencies, departments, and divisions) shall purchase the following recycled products:

A. Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. These shall contain a minimum of 30% postconsumer recycled content. (Refer to Attachment 3 – SB 1383 Recycled-Content Paper Procurement Requirements)

B. Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper. (Refer to Attachment 3 – SB 1383 Recycled-Content Paper Procurement Requirements)

C. Recovered Organic Waste Products, including SB 1383 Eligible Compost, SB 1383 Eligible Mulch, SB 1383 Eligible Renewable Gas, and SB 1383 Eligible Electricity Procured from Biomass Conversion. (Refer to Attachment 4 – SB 1383 Organic Waste Product Procurement Requirements)

#### **4. PREFERRED PROCUREMENT PRACTICES**

##### A. Product Categories

In cooperation with their internal and external customers, the County shall at a minimum, evaluate the following environmentally preferred product categories and purchase them whenever practical:

1. Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges
2. Janitorial and cleaning products with County recognized Ecolabels
3. Re-refined antifreeze, including on-site antifreeze recycling
4. Re-refined lubricating and hydraulic oils
5. Renewable CNG and diesel fuels in place of traditional CNG and diesel fuels for County vehicles in on- and off-road fleets using these fuels (Final Draft Climate Action Plan Policies GOV-FL-02 and GOV-FL-03).
6. Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts
7. Recycled content construction, building and maintenance products, including plastic lumber, carpet, tiles, and insulation
8. Re-crushed cement concrete aggregate and asphalt
9. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products, or low carbon concrete
10. Re-treaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
11. Recycled content paint
12. Landscaping that fits the natural ecosystems and fosters soil health, reduces runoff and pollution, prevents and reuses plant waste, and conserves water and other natural resources
13. Energy efficient appliances, lighting, and building materials
14. Water efficient products where available, including for upgrades or refurbishments

15. Furniture made with recycled content to promote waste diversion and furniture that does not include certain chemical additives to improve indoor air quality and employee and resident health

16. EPEAT registered technology and electronic products

17. Other products or services that are available in the marketplace or as designated by General Services

#### B. Sustainability Considerations

Sustainability considerations by County employees responsible for purchasing decisions and in furtherance of this policy, include but are not limited to:

1. Third-party environmental certifications as approved by the State of California Third Party Environmental Certifications by Category and/or the Environmental Protection Agency Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing
2. Opportunities for product source reduction
3. Product life-cycle impacts and costs
4. Greenhouse gas emissions and compatibility with the carbon neutrality goals in Climate Emergency Resolution 2020-0856 (this may factor into the location and transportation of products or services)
5. Equity and environmental justice impacts
6. Pollutant releases in manufacturing, transport, and use of products, and related services
7. Toxicity, especially the use of persistent, bio-accumulative and toxic chemicals
8. Energy and water consumption considerations, in product production and life-cycle, and in the delivery of services
9. Impacts on natural resources, biodiversity and habitat
10. Consideration of impacts on County resident and employee health

#### C. Fiscal Considerations

Fiscal considerations by County employees responsible for purchasing decisions and in furtherance of this policy include, but are not limited to:

1. Availability of environmentally preferable products and services in the marketplace and pricing compared to less desirable alternatives
2. Use reduction opportunities Countywide
3. Life-cycle cost assessment to identify the lowest total life-cycle cost to the County, including: performance, durability, reparability, disposal, and replacement costs
4. Opportunities to leverage buying power for Countywide or cross departmental purchases where practical
5. Impacts on County staff time and labor

6. Long-term financial or other market changes

## **5. WASTE PREVENTION PRACTICES**

All County employees are encouraged to reduce their consumption of resources by incorporating the following practices into their daily activities and operations. Accomplishment of these activities will be through appropriate staff diligence and resources such as County newsletters and the County Public Information Office (“PIO”).

- A. Consider durability and repairability of products prior to purchase
- B. Conduct routine maintenance on products or equipment to increase their useful life
- C. Use duplex features on printers and copiers, and specify duplex on print jobs
- D. Create electronic letterhead for Countywide use
- E. Send and store information electronically when possible
- F. Review record retention policies and implement document imaging systems
- G. Identify and eliminate single use products where co-alternatives are available
- H. Use surplus County property in lieu of new purchases when available
- I. Use interdepartmental or interagency loans or other pooled resources in lieu of new purchases when practical
- J. Other waste prevention practices that further the goals of this policy

## **6. RESPONSIBILITIES**

A. County Agencies, Departments, and Divisions

All County agencies, departments, and divisions are responsible for the implementation of this policy and shall:

1. Practice waste prevention and reduction whenever possible by reducing the purchase of items that cannot be recycled locally, and by reusing items as much as possible.
2. Continue to utilize recycling programs and expand programs where possible.
3. Procure recycled or environmentally preferable products and services whenever practical.
4. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials. Cross-share information with other departments when potential shared use of a product exists.
5. Develop specifications used in public bidding aimed at eliminating barriers to recycled-content or environmentally preferable products, such as outdated or overly stringent product specifications and specifications not related to product performance.
6. Develop specifications that include environmentally preferable attributes where practical or available and where the requirement does not unduly restrict competition.

7. Ensure that procurement documents issued by the departments require environmental preferred alternatives whenever practical.
8. Educate and promote this policy through appropriate staff and the use of department communications, such as PIOs, newsletters, special events, etc. This should include documentation of successes, challenges, changes, and goals, etc.
9. Provide the Department of General Services, Contracts and Purchasing Services Division (“CAPSD”) as directed by the Recordkeeping Designee with information on recycling activities, recycling programs, recycled-content purchases, and SB 1383 eligible purchases.
10. Inform employees of their responsibilities under this policy and provide information on recycled products and environmental preferable procurement opportunities.
11. Submit new ideas or suggestions to CAPSD in furtherance of this policy.

#### B. Department of General Services

The Department of General Services, CAPSD shall:

1. Maintain and use information, furnished by its customers, about environmentally preferable and recycled products containing the maximum practical amount of recycled materials and encourage the County to purchase such products whenever possible.
2. Provide County purchasers with vendor furnished information about recycled products and environmental procurement opportunities.
3. Inform vendors of the County’s EPP Policy and include contract clauses required for SB 1383 compliance.
4. Structure applicable contracts to offer and/or feature recycled content products and services whenever possible, or as required pursuant to SB 1383.
5. Encourage development of specifications used in public bidding aimed at eliminating barriers to recycled-content products and environmentally preferable products, such as outdated or overly stringent product specifications and specifications not related to product performance.
6. Ensure all requests for proposals encourage vendors to offer recycled, or environmentally preferable products and sustainable business practices whenever practical.
7. Propose inclusion of Eco-labels or other third party certifications in contract specifications wherever practical.
8. Provide information to departments on State of California competitively procured “Buying Green” contracts that are available for County use.
9. Revise this EPP policy as needed to reflect current best practices, changes in the marketplace, innovations, revised legal requirements, or goals.

#### **7. MANDATORY PURCHASING RECORDKEEPING RESPONSIBILITIES**

A. The Department of General Services will be the responsible department and will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

B. The Recordkeeping Designee will do the following to track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:

1. Maintain copies of invoices or receipts or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of Jurisdiction's documentation of its compliance with 14 CCR Section 18993.3.

2. Maintain copies of invoices or receipts or documentation evidencing procurement from all departments and divisions procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the County to develop evidence of County meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the County's documentation of its compliance with 14 CCR Section 18993.1.

3. Maintain documentation submitted by the County, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee.

4. Compile an annual report on the County's direct procurement, and vendor/other procurement on behalf of the County, of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the County's Department of Waste Management and Recycling, the responsible entity for compiling the annual report to be submitted to CalRecycle pursuant to 14 CCR Division 7, Chapter 12, Article 13.