



REQUEST FOR BID

2025-RFB-0009

SHORT TERM EQUIPMENT RENTAL

County of Sacramento

9660 Ecology Lane

Sacramento, CA 95827

RELEASE DATE: March 24, 2025

DEADLINE FOR QUESTIONS: April 11, 2025

RESPONSE DEADLINE: April 16, 2025, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

County of Sacramento  
REQUEST FOR BID  
Short Term Equipment Rental

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## 1. Definitions

**Response:** The written, signed and sealed complete document(s) submitted according to the bid 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 document, including all subsequent addenda, made publicly available to all prospective bidders.

**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 bid 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 goods, equipment and/or services.
- Bidder - A business entity submitting a Response to this bid. Suppliers which may express interest in this bid, but who do not submit a Response, have no obligations with respect to the bid requirements.
- Contractor - The Bidder(s) whose Response to this bid 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 bid.
- Contractor's Employee - All persons who can be offered to provide the goods, equipment and/or services described in the bid. 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 bid 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 bidder, 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 County is seeking to establish contracts for short term equipment rental services on an as needed basis for various County departments. The historic spend is approximately \$1,500,000 annually. The contract will consist of an initial 12 month term, with the County reserving the right to four (4) additional 12 month extensions for a maximum of five (5) years.

### 2.2. Contact Information

**Zachary Mello`**

Senior Contract Services Officer  
9660 Ecology Lane  
California, CA 95827  
Email: [melloz@sacounty.gov](mailto:melloz@sacounty.gov)  
Phone: [\(916\) 875-6104](tel:(916)875-6104)

**Department:**

DGS: CAPSD - Procurement

**Department Head:**

Brandalyn Tramel  
Purchasing Agent

### 2.3. Timeline

<b>Release Project Date</b>	March 24, 2025
<b>Question Submission Deadline</b>	April 11, 2025, 5:00pm
<b>Addendum Issued (if necessary)</b>	April 14, 2025, 5:00pm
<b>Submission Deadline</b>	April 16, 2025, 3:30pm
<b>Award Contract</b>	April 28, 2025

### 3. Bidder's Instructions

#### 3.1. General Format

Respond to all requests for information and completion of forms contained in this Request for Bid. 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. Bidder is solely responsible for accuracy and completeness of bid response and for electronically separating and marking documents as confidential when submitting their response through [SacCountyEbids](#). Responses considered incomplete may be rejected.

#### 3.2. Alteration of Bid Text

The original text of this bid document, as well as any attachments, amendments or other official correspondence related to this bid document, may not be manually, electronically or otherwise altered by bidder or bidder's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

#### 3.3. 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 Sacramento County's Electronic Bidding website ([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 bidder 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: F.O.B. Destination, freight prepaid and added; Payment Terms: NET/30.

#### 3.4. Confidential Information/Public Record

All responses become property of the County. All responses, including the accepted bid 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 bid are not considered proprietary information.

The County will treat all information submitted in a bid 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 bid, you must identify any such information, together with the legal basis of your claim in your bid, and present such information separately as part of your response.

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

Award will be made to the bidder whose offer provides the greatest value, in our view, to the County from the standpoint of suitability to purpose, quality, service, previous experience, life cycle, cost, ability to deliver, or for other reasons deemed by Purchasing to be in the best interest of the County.

Public Bid Opening: As soon as possible after the date and time specified by the Request for Bid, pricing information will be made public to all bidders. The responses will remain sealed during the bid evaluation period, and will be made available for public inspection upon notice of bid award.

This bid award will be determined by lowest responsive and responsible bidder. Bid responses will be considered valid for a period of 180 calendar days after bid closing date above.

The County reserves the right to award multiple contracts, as a result of this RFB. In addition to price, the breadth of equipment offered in the catalog will be considered. Through its evaluation, the County may deem a proposer as a supplemental award through meeting the requirements of the Request for Bid.

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

## 5. Project Details

### 5.1. [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.

### 5.2. [Scope of Work or Project Details](#)

For the purpose of this Agreement, one-day rental equals a full 24-hour period, one-week rental equals seven calendar days, and one-month rental equals 30 calendar days. Short-term shall equal 3 months or less; vendor and county customer shall negotiate a lower monthly price if rental period is to exceed 3 months. It is required that the awarded contractor(s) have a physical location, with equipment available for rent, within the County of Sacramento or a neighboring County.

## EQUIPMENT RENTAL CATEGORIES

### **Aerial**

Bucket Trucks; Mobile Platforms, Scissor Type; Personnel Lifts; Telescopic Straight Boom; Articulating

### **Air**

Air Tools; Compressors

### **Compaction & Paving**

Plates/Rammers; Rollers, Riding (Single Drum, Smooth, Single Drum, Sheep's Foot, Double Drum, Smooth, 9-Wheel, Rubber Tired)

### **Concrete & Masonry**

Concrete Mixers, Towable; Concrete Saws (Walk Behind, Self-Propelled), Mortar Mixers, Towable; Trowel Machines; Vibrators, Concrete

### **Cranes**

Carry Deck Cranes; Cranes, Truck Mounted (Single Axle, Dual Axle); Cranes (Operated and Maintained, Conventional, Hydraulic)

### **Earthmoving**

Backhoes (2 WD, 4WD); Dozers (Excavators, Track Type); Loaders (Skid steer Loaders, 4 WD, Track Loaders, Tractor, Loader, 3-point, Wheel Loaders); Mini Excavators; Road Grader

### **Electrical**

Arrow Boards, Towable; Electric Hammers; Generators (Diesel, Gas); Light Towers (Towable, 4-Head);  
Message/Sign Boards (Towable); Welders

**Landscaping**

Brush Chippers (Towable, up to 9'); Roto Tillers (Front Tine, Rear Tine) Sweepers, Laymore Type (4' Walk Behind, 6' Towable)

**Material Handling**

Forklifts (Construction, Industrial); High Lifts, Boom Type

**Pumping**

Diaphragm Pumps; Submersible Pumps; Trash Pumps

**Trench Shoring**

Trenchers (Riding, Walk Behind); Steel Plates; Trench Boxes; Manhole Boxes

**Trucks**

Pickups, LWB (2x2, 4x4); Pickups, Crew Cab, 1-Ton (2x2, 4x4); Vans, 7-8 Passengers (¾-Ton, 1-Ton); Vans, Cargo (¾-Ton, 1-Ton, With lift gate); Trucks, Flatbed Dump; Trucks, Flatbed Stake Body; Trucks, Box Dump; Trucks, Water Tank; Truck, Lowbed, With Operator

**Other Equipment**

Hydraulic Rock Splitters; Pressure Washers; Heaters; Fans & Blowers; Floor & Vacuum Equipment; Jacking Equipment; Painting & Sandblasting Equipment; Scaffolding & Ladders; Message Boards; Etc.

**Equipment Not Covered Above**

Additional equipment may be added to this list as mutually agreed upon by the Contractor and Contract User. Please ensure your firm's entire catalog of available equipment is included in your response to question 3 "Rental Equipment Catalog" under section 6 "Vendor Submissions."

**5.3. Rental Agreement**

1. The intent of this agreement is to rent equipment, not to purchase it. Vendor shall retain title and ownership responsibilities of rental equipment.
2. Each piece of equipment furnished from the resultant agreement shall be maintained per factory specifications and shall be subject to inspection and acceptance by County representative. Additionally, all equipment furnished shall meet California and Federal statutes.
3. The rental agreement must fulfill the Internal Revenue Service's requirements for a "true lease" permitting daily, weekly or monthly lease payments to be recorded as operating expense from an accounting standpoint. Finance lease and conditional sales agreement are not permitted.

4. Vendor shall submit a sample of lease agreement with his or her proposal, if required by the vendor. Lease agreement shall not include terms that will conflict with terms of this RFB/ resultant contract award. In the event of any conflict between the terms of the RFB and the terms of Vendor's lease agreement, the terms of the RFB shall govern. If there are unresolved issues and negotiations are unsuccessful; negotiations with the vendor will be terminated.
5. For some equipment, bids will only be accepted from vendors, who are authorized by the manufacturer to supply, repair, and service the makes and models offered. Bids will not be accepted from brokers. The County may require the apparent successful bidder to provide a written certified statement from the manufacturer so stating.
6. The County shall not be required to provide a security deposit for any equipment leased under this agreement.
7. All safety equipment/attachments shall be in place and functioning per the manufacturer's design.
8. Routine repairs (not caused by misuse of the equipment) shall be provided at no additional cost.
9. For all equipment requiring fuel to operate, the Contractor will fill the fuel tank completely full prior to Sacramento County taking possession of the equipment.
10. Equipment is to be provided in the timeframe quoted. If the contractor fails to do so, the County may solicit other vendors and there shall be no costs associated with the relocation of equipment, employee time, etc.

#### 5.4. [Cooperative Participation Agreement](#)

This RFB is part of a cooperative purchasing agreement, a collaboration that allows the County and other public entities, as well as private educational institutions to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities.

**Cooperative Participants** may also select from different options for equipment acquisition.

Proposals may include options for the lease and/or purchase of a variety of types of equipment. Lease offerings may include lease only and/or lease with the option to purchase. -Purchase of equipment may include new or used equipment and any financing options that may be offered by the Vendor to the Contract User.

#### **Optional National Compliance**

This Request for Bid (RFB) is issued in accordance with the regulations and requirements of the State of California and is primarily intended for services within this state. However, respondents interested in providing services outside of California under this contract must demonstrate their ability to comply with the applicable local, state, and federal regulations of any additional states where services may be provided. Compliance with California Occupational Safety and Health Administration (Cal/OSHA) and California Air Resources Board (CARB) and equivalent regulations in other states will be required for those bidders seeking to expand their service offerings nationally.

**Eligibility Requirements - Optional Licensing and Compliance Across States**

Proposers interested in being considered for business outside of California must meet the following additional eligibility criteria:

- Possess or demonstrate the ability to obtain all necessary local, state, and federal certifications and permits required not only in California but also in any other states where they propose to offer services.

## 6. Vendor Submissions

### 6.1. [Bid Requirements\\*](#)

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

- Yes  
 No

\*Response required

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

- Please confirm

### 6.3. [Rental Equipment Catalog\\*](#)

Please upload your entire catalog along with the corresponding prices for each piece of equipment that you offer. Please include a cover letter stating all applicable taxes or fees that are included into the rental cost of a piece of equipment.

If the prices provided in the catalog are the published list price, please include in the cover letter information indicating the applicable discount structure. If the prices provided in the catalog are reflective of all applicable discounts, please indicate this in the cover letter.

\*Response required

### 6.4. [Locations\\*](#)

Please provide a directory containing of all rental branch locations your firm offers. This directory is to include addresses, phone numbers, and email addresses.

Please include a document specifically listing all locations within the County of Sacramento and neighboring counties including addresses, phone numbers, and the contact information for at least one (1) point of contact.

\*Response required

### 6.5. [Cooperative Participation Alliance Terms](#)

The Master Agreement(s) awarded under this Solicitation by County of Sacramento, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. PA's may include, but aren't limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. These entities will operate under the same terms and pricing as Lead Procurement Agency (LPA), County of Sacramento, including Administrative Fee and Sales Reporting provisions. PAs may include but aren't limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

The awarded vendor(s) are required to provide all services to Sacramento County. Ability to service PA's outside Sacramento County will not affect your ability to win this business. Please download, complete,

and upload the Cooperative Procurement Alliance Terms and conditions document if your firm is interested in participating in a cooperative purchasing agreement.

- [Cooperative Procurement All...](#)

#### 6.6. [Bid Documents\\*](#)

Please Upload any/all required or supplemental bid documents here.

\*Response required

#### 6.7. [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.

#### 6.8. [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

#### 6.9. [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

#### 6.10. [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

#### 6.11. [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

### 6.12. 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

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

Please download the below documents, complete, and upload.

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

\*Response required

### 6.14. [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

## 7. Pricing Table

### SHORT TERM EQUIPMENT RENTAL PRICING SHEET

This RFB includes specifications for Rental Equipment that are specific to the needs of the Lead Agency, County of Sacramento, as well as additional specifications for other potential cooperative participants with indefinite quantities. In addition to this pricing table, please include the entirety of your firm's catalog of rental equipment, including pricing by uploading it to question no. 3 under "Vendor Submissions," Daily, Weekly, and Monthly costs should be reflective of the most favorable pricing available, including all discounts off of list price, or be reflective of cooperative contract pricing (if applicable). For reference, a one-day rental equals a full 24-hour period, one-week rental equals seven calendar days, and one-month rental equals 30 calendar days.

Line Item	Description	Unit of Measure	Brand, Make, Model	Daily Cost	Weekly Cost	Monthly (4 Week) Cost
<b>Category 1: Aerial</b>						
1a.	Scissor Lift, 20 ft. Electric	ea.				
1b.	Towable Boom, 30 ft. Gas Powered	ea.				
<b>Category 2: Air</b>						
2a.	Towable Compressor, 185 CFM, Gas Powered	ea.				
2b.	Breaker, 90 lb, Air	ea.				
<b>Category 3: Compaction &amp; Paving</b>						
3a.	Double Drum Roller, Ride-On, 39 in, Gas Powered	ea.				
<b>Category 4: Concrete &amp; Masonry</b>						
4a.	Concrete Mixer, 9 cu ft.	ea.				
<b>Category 5: Misc. Equipment</b>						

Line Item	Description	Unit of Measure	Brand, Make, Model	Daily Cost	Weekly Cost	Monthly (4 Week) Cost
5a.	Pressure Washer, Cold Water, 2,500 PSI, Gas Powered	ea.				
5b.	Trash Pump, 3 in, Gas Powered	ea.				
5c.	Generator, 20 kW, Gas Powered	ea.				
5d.	Light Tower, Wide Vertical Mast, 6 kW	ea.				
<b>Category 6: Earthmoving &amp; Grading Equipment</b>						
6a.	Backhoe w/ Cab, Extendahoe, 4WD	ea.				
6b.	Skidsteer, 2,000 lb	ea.				
6c.	Mini Excavator w/ Cab, 18,000 lb	ea.				
<b>Category 7: Lifts</b>						
7a.	Telehandler w/ Cab, 10,000 lb,	ea.				
7b.	Forklift, 6000 lb, Gas Powered	ea.				
<b>Discount off of List Price</b>						
i.	Please provide the percentage discount off of published list rental fees the County can expect to receive.	ea.	N/A			

## 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) located both in California and Nationally 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 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 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 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.

## 11. Insurance Requirements for Contractors

- A. **VERIFICATION OF COVERAGE.** CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.
- B. **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, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
  2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
    - a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
    - b. Personal Lines automobile insurance shall apply if vehicles are individually owned. 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, its agents, representatives or employees. COUNTY 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 Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'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.
  3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
  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 (other than Professional Liability) designated under the Minimum Scope of Insurance.
- C. **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:
    - a. Building Trades General Aggregate: \$2,000,000
    - b. Products Comp/Op Aggregate: \$2,000,000
    - c. Personal & Adv. Injury: \$1,000,000
    - d. Each Occurrence: \$2,000,000
    - e. Fire Damage: \$ 100,000
    - f. Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).
  2. AUTOMOBILE LIABILITY:
    - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
    - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
  3. WORKERS' COMPENSATION: Statutory.
  4. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
  5. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.
- D. **DEDUCTIBLES AND SELF-INSURED RETENTION.** Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

- E. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE.** If professional liability coverage is written on a Claims Made form:
1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
  2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
  3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.
- F. OTHER INSURANCE PROVISIONS.** The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:
1. All Policies:
    - a. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. 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 COUNTY and the general public are adequately protected.
    - b. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of 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.
- G. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**
1. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, 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 COUNTY, its officers, directors, officials, employees, or volunteers.

2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
  3. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
  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.
  5. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORS subcontractor.
- H. **WORKERS' COMPENSATION. Workers' Compensation Waiver of Subrogation:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its 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. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.
- I. **PROPERTY. Course of Construction (COC) Waiver of Subrogation:** Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:
1. The COUNTY shall be named as loss payee.
  2. The Insurer shall waive all rights of subrogation against the COUNTY.
  3. **Inland Marine Waiver of Subrogation:** Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.
- J. **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 be prompt and timely if given within

thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

## 12. Good Neighbor Policy

The County is a political subdivision of the State of California, that is mandated by state and federal law to provide certain services to all residents of the County, and that also provides non-mandated, desired or necessary services to enhance the well-being and quality of life for its residents. Such services are provided within the territorial boundaries of all cities within Sacramento County and in the unincorporated areas of the County.

County facilities are generally located in close proximity to the constituent population served, and in areas that are easily accessible to public transportation. The siting of facilities is ultimately a County responsibility. The County requires its departments to have conducted reasonable outreach to affected neighborhoods in siting County facilities. The County takes into consideration a whole range of factors, including location of clients served, proximity of other related services needed by clientele, and any neighborhood revitalization plans and adoption siting policies of cities. The County will solicit the affected city's input and recommendation as to location, but retains the ultimate decision as to the parameters of the search area and determination of the most appropriate sites.

As a general rule, the County does not do site searches for programs, services or facilities operated by non-county entities that may receive County funding, but requires contractors to have conducted reasonable outreach to affected neighborhoods. The County contracts for services, but does not dictate the location of the facility. All businesses within the incorporated and unincorporated areas of the county must be in good standing with whatever city or County zoning laws apply in order to receive funding.

The County of Sacramento is committed to being an integral part of the neighborhoods and communities in which it is located and will implement measures in order to minimize the impact of such facilities on those neighborhoods and communities. Through its placement and management of facilities and its provision of appropriate services, the County endeavors to enhance revitalizing and strengthening of neighborhoods and communities.

This policy is focused on those County-owned and County-leased facilities and those service providers under contract with the County where programs provide direct service to County constituents that have a potential impact on neighborhoods through increased traffic, noise, trash, parking, people congregating, and security risks to neighborhoods and program participants.

Generalized good neighbor policies that prohibit loitering, require litter control services, mandate removal of graffiti, provide for adequate parking and restroom amenities, require landscape and facility maintenance consistent with the neighborhood and require identification of a contact person for complaint resolution have general application to all county facilities and programs.

Good neighbor policies will also address specific and individualized impacts of proposed facilities and services based on actual circumstances which must be determined through a case by case analysis.

This policy applies only to County-owned and leased facilities and those service providers under contract with the County if the facility programs and projects provide direct services to County constituents. In addition, these service facilities must have a potential impact on neighborhoods and communities

through increased traffic, noise, trash, parking, people congregating, and security risks to both neighborhoods and program participants.

The County requires, with regard to the actual location of a particular facility or service, that all applicable zoning laws have been complied with. The focus of this good neighbor policy does not include the propriety of the location of a facility or program in a properly zoned neighborhood or community.

While location is a consideration and input from cities, neighborhoods and communities will be sought, the ultimate decision as to location rests with the County.

Once a facility is sited and in compliance with zoning laws, the intent of this policy is to identify physical impacts and measures to mitigate those impacts so as to be an integral part of the neighborhood and community the County serves.

Provision A: Establish a cooperative relationship with all cities, neighborhoods and communities for planning and siting facilities and contracting for services where the service or project has a high impact on the neighborhood and mitigation of those physical impacts is necessary.

Provision B: Promote decentralization of County services where feasible as a means to improve accessibility and service delivery and reduce physical impact on the environment, neighborhoods and communities.

Provision C: Promote collocation of services, where feasible, as a way to enhance efficiency and reduce costs in the delivery of services.

Provision D: Promote exploration of innovative ways to increase accessibility to services that could also reduce physical impacts on the environment, neighborhoods and communities.

Provision E: Establish early communication with affected cities, neighborhoods and communities as a way to identify potential physical impacts on neighborhoods and to establish mitigation as necessary as well as appropriate property management practices so as not to be a nuisance.

Provision F: Maintain ongoing communication with cities, neighborhoods and communities as a way to promote integration of facilities into the community, to determine the effectiveness of established good neighbor practices, and to identify and resolve issues and problems expediently.

Provision G: Establish generalized good neighbor practices for high impact facilities, services and projects that include:

- Provision of adequate parking
- Provision of adequate waiting and visiting areas
- Provision of adequate restroom facilities
- Provision for litter control services
- Provision for removal of graffiti
- Provision for control of loitering and management of crowds

- Provision for appropriate landscape and facility maintenance in keeping with neighborhood standards
- Provision for identification of a contact person for complaint resolution
- Provision in contracts for the County to fix a deficiency and deduct it from the money owed to the program if the program fails to fix them.
- Provision to participate in area crime prevention and nuisance abatement efforts.

Provision H: Establish specific good neighbor practices for high impact facilities, services and projects based on a factual analysis of circumstances that would require more oversight and extraordinary measures to ensure the resolution of problems as they occur.

Provision I: Establish requirements that all facilities, services and projects be in compliance with various nuisance abatement ordinances and any other provision of law that applies.

Provision J: Establish a central point of contact, within the County, for resolving non-compliance with this Good Neighbor Policy when all other administrative remedies have been exhausted. This requires contact with funding agencies, site contacts, call report logs, database maintenance, and trend analysis.

Provision K: Conduct a periodic review of all sites and projects included in this policy to determine the effectiveness of the application of the Good Neighbor Policy.

Provision L: Continued non-compliance by contractor to this policy and its provisions may result in contract termination and ineligibility for additional or future contracts.

#### **GOOD NEIGHBOR POLICY STANDARD CONTRACT LANGUAGE**

**The following language will be incorporated into any resulting contract:**

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
  1. Provision of parking adequate for the needs of its employees and service population;
  2. Provision of adequate waiting and visiting areas;
  3. Provision of adequate restroom facilities located inside the facility;
  4. Implementation of litter control services;
  5. Removal of graffiti within seventy-two hours;
  6. Provision for control of loitering and management of crowds;
  7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  8. Participation in area crime prevention and nuisance abatement efforts; and

9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.