



## **COSUMNES COMMUNITY SERVICES DISTRICT**

### **REQUEST FOR PROPOSALS (RFP)**

#### **FOR**

# **Biohazardous Decontamination and Debris Clean-Up Services PM-22-014**

**Release Date: November 23, 2021**

**Proposal Deadline: December 14, 2021**

*Proposals must be received via email at the email address below by deadline.*

Eileen Alcanices, Management Analyst  
Email: [eileenalcanices@csdparks.com](mailto:eileenalcanices@csdparks.com)  
Phone: 916-405-5300

Cosumnes Community Services District  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624

## **SECTION 1 – PURPOSE**

Cosumnes Community Services District (“District”) is seeking cleanup and abatement services due to illegal dumping activities.

## **SECTION 2 – DISTRICT PROFILE**

The District is a regional agency that provides essential quality of life services including fire protection, emergency medical services and parks and recreation services. The Fire Department serves the City of Elk Grove, the City of Galt and the surrounding unincorporated area, while the Parks and Recreation Department exclusively serves the City of Elk Grove. The District is located about 15 miles south of Sacramento and encompasses roughly 157 square miles. The District provides the following core services:

District Departments include:

- Administrative Services Department – Operations include execution and monitoring of the District budget, long-range planning, facility construction management and maintenance, information systems and the Human Resources.
- Fire Department – The Fire Department consists of two branches, Operations and Administration & Support Services that work together to provide fire, rescue, and emergency medical services.
- Parks and Recreation Department – Parks and Recreation manages 99 parks, 18 miles of off-street trails, two community centers, four recreation centers, three aquatics complexes, a nine-hole golf course and many recreation, sports, and leisure programs.
- Facility and Development Department – The Facility and Development Department consists of the Engineering, Development, and Design Division.

## **SECTION 3 – SCOPE OF WORK**

It is the responsibility for each bidder to review the Scope and Schedule of Services set forth in the attached **Exhibit A**, incorporated herein by this reference.

## **SECTION 4 – RFP OVERVIEW**

### **RFP Timeline**

The District will endeavor to administer the proposal process in accordance with the terms and dates outlined below; however, the District reserves the right to modify the terms, activities, timeline, or any other aspect of the process at any time, as it deems necessary.

EVENT	DATE/TIME
RFP advertising	November 23, 2021
Deadline for Questions	December 6, 2021 at 10:00 am
District Provides Responses to Questions	December 8, 2021
Deadline for Submission	December 14, 2021 at 10:00 am
Evaluation and Review	December 15, 2021
Interviews, if needed	December 16, 2021
Contractors Notified	December 20, 2021

### **RFP Coordinator**

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Eileen Alcanices, Management Analyst  
Cosumnes CSD  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624  
Email: [eileenalcanices@csdparks.com](mailto:eileenalcanices@csdparks.com)  
Phone: 916-405-5300

### **RFP Amendment and Cancellation**

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP in its sole discretion. If an amendment is issued, the District shall provide notice of the amendment to all Proposers. In addition, the District shall post the amendment on its website at <http://www.yourcsd.com>. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments thereto.

### **RFP Questions**

Specific questions concerning the RFP should be submitted via e-mail to the RFP Coordinator prior to the "Deadline for Questions." Proposer questions should clearly identify the relevant section of the RFP, and page number(s) related to the question being asked. The questions submitted, and the District's responses, shall be posted on the District's website at <http://www.yourcsd.com>.

### **Proposal Submittal**

Proposals must be submitted no later than 10:00 am on Tuesday, December 14, 2021. Proposals received after this time and date will not be considered.

Proposers must submit an electronic copy (a single .pdf file containing all submitted material) to the RFP Coordinator:

Eileen Alcanices, Management Analyst  
Email: eileenalcanices@csdparks.com

## **SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS**

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the District by simplifying the review process providing standards for comparison of submissions.

Proposals submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. The District discourages lengthy and costly proposals. Proposals should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

### **Proposal Format and Content**

Proposals should be prepared on standard 8 1/2" x 11" paper. All proposal pages should be numbered. Failure to follow this specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the proposal.

Proposals must contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Eileen Alcanices, Management Analyst  
Cosumnes CSD  
8820 Elk Grove Blvd.  
Elk Grove, CA 95624

The letter shall include the following:

- a. Proposer's legal name and corporate structure.
- b. Proposer's primary contact information, including name, address, phone, website, and email.
- c. Identification of use of subcontractors and scope of work to be performed by subcontractors.
- d. Identification of any pending litigation against the Proposer.
- e. Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years.
- f. Statement indicating the proposal will remain valid for at least 120 days.
- g. Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

2. Table of Contents

The Contractor shall insert a comprehensive table of contents denoting sections three through ten of the proposal as indicated below.

3. Qualifications and Experience

Describe the Contractor's capability for undertaking and performing the work, including any professional licenses and certificates held by the Contractor. List types and locations of similar work performed by the Contractor in the last five (5) years that best characterizes the quality and past performance.

4. References

The Proposer must provide at least three (3) references which they have conducted similar employment investigative and/or litigation services to within the last five (5) years. References may be contacted as part of the selection process. For each reference, proposer must provide the following information:

- a. Name and contact information (i.e. name, title, address, phone, and email)
- b. Brief description of work provided.

5. Fee

This section should include the cost for requested services outlined in **Section 3 – Scope of Work**. Contractor must submit a completed Bid Form (**Exhibit B**). Contractors shall clearly outline fees for the services to be provided. Upon completion of tasks, the Contractor will notify the District and request payment for the products and services by submitting an invoice and a brief description of work performed during the billing period. Upon receipt of the invoice, the District will review in a timely manner the products and services noted, verify completion, and authorize payment. No cost increases shall be passed onto the District after the proposal has been submitted.

6. Disclosures

Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest. The Proposer should identify any professional or personal financial or other interest which could be a possible conflict of interest in performing the services of the RFP. This includes any activities or relationships of the Contractor that might create a conflict of interest for the Contractor or the District, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the District to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

7. Supportive Information

This section may include graphs, charts, photos, resumes, and any other relevant information in support of the Contractor's qualifications.

8. Professional Services Contract Alterations

Attached to the RFP (**Exhibit C**) is a copy of the District's standard Professional Services Agreement ("Contract"). The District's standard Contract may be modified, in the District's sole discretion, to address the specific provisions of this RFP and Contractor's should note that this RFP any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract.

Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. **Alterations or changes to the Contract that are not in the Consultant's response will not be allowed after the selection of the Consultant.** This

includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the District can compare all respondents on an equal basis. However, the District reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the District's standard Contract.

## **SECTION 6 – PROPOSAL EVALUATION**

Proposals will be evaluated using the categories listed below.

1. Qualifications, Experience, and References
  - a. Experience in performing work of a closely similar nature and size.
  - b. Experience working with public agencies.
  - c. Experience and understanding of Human Resource practices of governmental agencies.
  - d. Strength, stability, experience, and technical competence.
  - e. Assessment by client references.
2. Personnel and Staffing
  - a. Qualifications and experience of proposed personnel for requested services.
3. Work Plan
  - a. Depth of Contractors understanding of District's requirements.
  - b. Overall quality and logic of work plan.
4. Rates and Fees
  - a. Reasonableness and competitiveness of the rates and fees proposed.
  - b. Adequacy of data in support of figures quoted, basis on which rates and fees are quoted.
5. Quality and Responsiveness of the Proposal
  - a. Completeness of response in accordance with the RFP instructions.

Finalists may be invited for an interview. The District reserves the right to engage investigation services without interviews or further discussion of the Proposals, and to choose one or more Proposers for the services.

## **SECTION 7 – GENERAL TERMS AND CONDITIONS**

### **Collusion**

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or encouraged any other person to refrain from submitting a response; and that the Proposer has not in any manner colluded to secure any improper advantage over any other person submitting a response.

**Gratuities**

No person will offer, give, or agree to give any District employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the District. No District employee or representative will solicit, demand, accept, or agree to accept from any other person a gratuity, discount, or offer of employment in connection with a District contract.

**Required Review and Waiver of Objections by Proposers**

Proposers should carefully review this RFP and all attachments and submit comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”) in writing to the District no later than the deadline established in this RFP. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any alleged defect with the RFP will be considered waived and invalid unless the Proposer brings the alleged defect to the attention of the District, in writing, by the deadline as established in this RFP.

**Nondiscrimination**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District’s contractors. Accordingly, all Proposers entering into contracts with the District will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**Proposal Preparation Costs**

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal made in response to this RFP.

**Proposal Withdrawal**

To withdraw a proposal, the Proposer must submit a written notice of intent to withdraw, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

**Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

**Incorrect Proposal Information**

If the District determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive and will be rejected.

### **Assignment and Subcontracting**

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

### **Right to Refuse Personnel**

The District reserves the right to refuse, at its sole discretion; any subcontractors or any personnel provided by the Proposer or approved subcontractors. The District reserves the right to interview and approve all Proposer staff members in District's sole discretion. Proposer's staff may be subject to the District's background and drug testing processes at any time.

### **Proposal of Additional Services**

If Proposer offers services in addition to those required by and described in this RFP, those additional services may be added to the contract before contract signing at the sole discretion of the District.

### **Licensure**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

### **Conflict of Interest and Proposal Restrictions**

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant of the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the District in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

### **Contract Negotiations**

After a review of the proposals and completion of the demonstration and proof of concept, the District may intend to enter into contract negotiations with more than one Proposer. These negotiations could include all aspects of services and fees.



### **Execution of Contract**

If the selected Proposer(s) does not execute a contract with the District within fifteen (15) business days after notification of selection, the District may give notice to that Proposer of the District's intent to select from the remaining Proposers or to call for new proposals, whichever the District deems appropriate.

### **Right of Rejection**

The District reserves the right, in its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety at any time.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

Proposers may not restrict the rights of the District or otherwise qualify their proposals. If a Proposer does so, the District may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

The District reserves the right, in its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFP.

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall submit such clarifications in writing to the District.

### **Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act (Government Code Sections 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

### **Proprietary Information**

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government Code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the

District for honoring such a designation. The failure to so label any information that is released by the District will constitute a complete waiver of all claims for damages caused by any release of the information.

**Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected and, the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

**Proposal Amendment**

The District will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the District.

**Commitment to Diversity, Equity, and Inclusion**

The District has a commitment to conduct business with entities that follow sustainable practices and provide safe and healthy workplaces for the individuals employed. In addition, the District is committed to ensuring that diversity, inclusiveness, and equity are integral parts of day-to-day management, work, and service delivery. Contractors are encouraged to review the District's equity statement at [www.yourcsd.com/DEI](http://www.yourcsd.com/DEI).

**Climate Action Plan and Environmental Sustainability**

The District's Climate Action Plan/Sustainability Action Plan is intended to increase the environmental sustainability of the District in terms of HG emission reductions as well as long-term operational efficiency, waste prevention, reduction in the consumption of natural resources, and minimization or elimination of potential adverse effects to the environment that could otherwise occur during District operations. Contractors are encouraged to engage in environmental sustainability practices.

**EXHIBIT A**  
**SCOPE AND SCHEDULE (Page 1 of 4)**

The District is seeking a Contractor that will provide cleanup and abatement services due to illegal dumping activities, and the removal of temporary shelter of individuals experiencing homelessness. Contractor shall provide all labor and expertise for surveying, documenting, clean-up, collecting, removal, and disposal services including encampment abatement actions on the District property under an “as needed agreement.” Contractor shall employ and utilize personnel trained to identify and protect themselves and the environment from hazards encountered during the course of work in encampment abatement. Typical job sites may vary in size from a large multi-day clean up service, where dumpsters are needed to handle the volume of debris, to small encampments clean up services with one tent and two or three 30-gallon trash bags of debris. Upon District’s approval, the Contractor may be required to remove and dispose of vegetation in order to gain access to encampment sites and raze trees and shrubbery to allow better visibility of sites post encampment removal. Vegetation removal will allow District to monitor the site to ensure reentry is not occurring.

**Scope of Services**

As directed by the District, Contractor shall provide clean-up services for illegal dumping activities and encampment sites:

- Notification: Contractor shall receive notification from the designated District representative by phone or email. Contractor shall coordinate a Site Assessment Meeting within 48 hours of initial contact by the District. A Site Assessment Meeting may be expedited if an urgent situation warrants immediate attention.
- Site Assessment Meeting: Contractor shall meet with the designated District representative at the job site to review volume of work anticipated and schedule clean-up work that shall occur within five (5) working days of Site Assessment Meeting. An expedited clean-up may be required if immediate clean-up is needed.
- Jobsites may be in heavy foliage, steep embankments, next to train tracks, by creeks and other sites which require alertness to the environment and pre-planning to prevent injury or illness.

Day of scheduled encampment clean-up work:

- Contractor shall meet the designated District representative at the specified job site at the specified time.
- Contractor shall work with the designated District representative or law enforcement to ensure camps are clear of occupants.
- Contractor shall provide all labor, materials, tools, protective clothing, heavy machinery, equipment, vehicles, and supplies required to abate illegal dumping and/or remove encampments.
- Contractor shall provide a crew sufficient to properly clear and clean the site.
- Contractor will be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed.

**EXHIBIT A**  
**SCOPE AND SCHEDULE (Page 2 of 4)**

- Contractor shall provide and maintain to their staff all appropriate Personal Protective Equipment (PPE) while onsite and provide all necessary tools for collecting, removal, and transportation of debris.
  - Contractor shall follow California Department of Industrial Relations Bloodborne Pathogen Standard § 5193.
- Contractor shall separate debris, biological waste, sharps, and other hazardous substances and materials by using proper containers for storage and transport.
- Contractor shall remove, transport, and dispose of all debris, biological waste, sharps, and other hazardous substances and materials to proper collections sites (Landfill, Hospitals, County hazardous collection site, etc.) in accordance with all applicable laws.
- Contractor shall photograph the encampment site before and after the cleanup to document the condition of the site. Contractor shall provide photographs of cleanup to the District electronically within 5 business days after completion of the clean-up.
- Contractor shall trim and dispose of vegetation at sites as directed by the District as an encampment deterrent measure.
- Contractor shall follow best practices of work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.
- Contractor shall immediately contact the local Police Department in the event that weapons or illegal contraband is found. In most circumstances, weapons and illegal contraband will be removed prior to the arrival of the Contractor.
- Disposal fees for the removal of debris, bio waste, sharps, and other hazardous substances and materials shall be defined in the Bid Schedule (**Exhibit B**).
- Notify the District if an adjacent encampment is discovered in the general area during the course of an encampment clean-up to obtain authorization prior to proceeding with any additional work that was not identified in the original Site Assessment Meeting.
- Contractor shall provide copies of any training records and licenses as applicable to services requested.

**Environmental Compliance**

Contractor shall comply with applicable environmental statutes, regulations and guidelines in furnishing the Work under this solicitation, including laws on the disposal of hazardous wastes. Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous substances or disposal of hazardous wastes during the course of furnishing the Work in accordance with this Solicitation. Contractor shall be solely responsible for all claims and expense associated with the disposal of hazardous wastes or with the response to or removal of any release, including without limit, payment of any fines or penalties levied against the District by any agency as a result of such

**EXHIBIT A**  
**SCOPE AND SCHEDULE (Page 3 of 4)**

release. Contractor shall hold harmless, indemnify, and defend the District from any claims, suits, actions, costs or expenses arising from such disposal or release.

Contractor shall comply with Local, State, and Federal National Pollutant Discharge Elimination System (NPDES) regulations including the County Drainage Area Management Plan (DAMP), and the City Local Implementation Plan (LIP) at all times while providing services for the District.

Contractor shall apply Best Management Practices (BMPs) for all pollution prevention of the discharge of human waste and other biohazards, cleaning agents, waste, trash, debris, and other pollutants to the storm drain and receiving waters.

**Work Areas and Access**

Work Hours: The Contractor shall conduct its operations between 7:00 a.m. and 4:00 p.m., Monday through Friday, with no work performed on Saturdays, Sundays or District holidays.

District Access: District personnel will be working in and around the work area. The Contractor shall not park or store vehicles, material or equipment in such a manner that will restrict District access to District equipment and facilities.

Public Safety: The Contractor and subcontractors shall exercise caution and maintain speeds as posted on the roads when entering and exiting District facilities.

**Utilities and Facilities**

The Contractor shall furnish, maintain and remove water handling facilities needed for performing the work. Contractor shall supply its own drinking water.

Electrical Power – The Contractor shall furnish all electric power needed for performing the work. Concrete, asphalt concrete and wooden surfaces shall be protected from oil and fuel spillage, such as from portable generators. Stained surfaces shall be cleaned and restored satisfactorily.

If required, Contractor shall furnish and maintain in sanitary condition adequate toilet facilities at the site of Work. Such facilities shall be subject to the concurrence of the District as to location and type. The Contractor shall remove the facilities and disinfect the premises upon completion of the Work. All portions of the work shall be maintained at all times in a neat, clean, and sanitary condition.

**Accident Prevention / Safety**

Contractor shall be solely responsible for job site safety, accident prevention, bodily injury, including death, to persons arising from its operations.

**EXHIBIT A**  
**SCOPE AND SCHEDULE (Page 4 of 4)**

Contractor shall comply with all applicable federal, state, and local laws and regulations, including safety orders of CAL-OSHA and of the State of California, Department of Industrial Relations, Division of Industrial Safety, and shall also take or cause to be taken such additional measures as may be necessary for the prevention of accidents.

Contractor shall at all times conduct all operations under the Contract in a manner to avoid the risk of bodily harm to persons. Contractor shall continuously inspect all work, materials, and equipment to insure safe working conditions are maintained.

During the performance of the work, Contractor shall institute controls and procedures for the control and safety of persons visiting the job site.

Contractor shall maintain an accurate record of, and shall report to the District in writing, exposure data, and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment incident to work performed under the Contract.

No part of the time lost due to any stop work order, for items related to this article, issued by proper authority shall be made the subject of claim for extension of time or for extra costs or damages by Contractor.

Compliance with the provisions of this article by subcontractors shall be the responsibility of the Contractor.

The Contractor shall exercise the necessary precaution to prevent unauthorized fires either within or adjacent to the work area and shall be responsible for all damage from fire due directly or indirectly to its own operations and/or employees of its subcontractors and suppliers. The contractor shall comply with all Federal, State and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the work.

**Schedule of Services**

The initial term of this contract is three years. The District reserves the option to extend the contract for up to two additional twelve month periods upon the same terms and conditions as provided in the contract.

Contract is anticipated to commence February 1, 2022.

**EXHIBIT B**  
**BID FORM (Page 1 of 3)**

**TO: CSD PROJECT MANAGER**

**THIS PROPOSAL IS SUBMITTED BY:** \_\_\_\_\_ (Firm/Company Name)

**Re: Biohazardous Decontamination and Debris Clean-Up Services (PM-22-014)**

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the Cosumnes Community Services District to perform and furnish all services as specified or indicated in the Scope and Schedule of Services and in accordance with all other terms and conditions of the signed agreement.
2. In submitting this Bid, Bidder represents: (a) Bidder has reviewed the Scope and Schedule of Services; and (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site;
3. In response to the Request for Written Bid for the Project referenced above, the undersigned Bidder hereby proposes to the Cosumnes Community Services District to perform the Project Services for the **prices written below** and to furnish all supplies, materials, labor, labor supervision, tools and equipment, and to perform all operations necessary to provide full and Project Services per the attached Scope and Schedule of Services.

Bid Item No.	Bid Item Description	Unit	Price	Price	Price	Price	Price
1	Site Clean-Up Mobilization / Demobilization	Per Site	\$	\$	\$	\$	\$
2	Site Clean-Up Labor	Each Hour	\$	\$	\$	\$	\$
3	Site Clean-Up Equipment	Each Hour	\$	\$	\$	\$	\$
4	Biohazard Technician	Each Hour	\$	\$	\$	\$	\$
5	Biohazard Material Disposal	Per 55 Gallon Container	\$	\$	\$	\$	\$
6	Non-Biohazard Material Disposal	Per Ton	\$	\$	\$	\$	\$
7	Demolition of Structures: Structure demolition will be quoted as needed on each work order	Time and Material	\$	\$	\$	\$	\$

**EXHIBIT B**  
**BID FORM (Page 2 of 3)**

The following section is for informational purposes only and will not be considered in the evaluation of award. Contractors will be required to honor the prices stated below during the term of any contract award as a result of this bid:

Item	List Specialty Machinery / Equipment	Hourly Rate	Comments
1			
2			
3			
4			
5			

Prompt payment discounts of 15 days or more will be considered in the evaluation of this bid. Please indicate your prompt payment term here \_\_\_\_\_% - 15 days, Net 30.

Notes:

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Bidder agrees that this Bid constitutes a firm offer to District which cannot be withdrawn for ninety (90) days from and after the Reply-By date, or until a contract is fully executed by the District and a Bidder, whichever is earlier.

4. The undersigned Bidder understands that District reserves the right to reject this Bid, or to award the bid to multiple contractors.

5. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

6. The undersigned Bidder acknowledges that District has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges District has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the reply-by date, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.



**EXHIBIT B**  
**BID FORM (Page 3 of 3)**

**CONTRACTOR INFORMATION**

Company/Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone (     ) \_\_\_\_\_ Fax (     ) \_\_\_\_\_

Email Address \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Contractor's License Classification: \_\_\_\_\_

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Submitted Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Contract No. \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**  
**Biohazardous Decontamination and Debris Clean-Up Services**  
**Contract # \_\_\_\_\_**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Agreement Date”) by and between:

**1. PARTIES**

**1.1 District:**

Name: Cosumnes Community Services District (“District”)

Address: 8820 Elk Grove Boulevard, Elk Grove, CA 95624

Phone: (916) 405-7150 Fax: (916) 685-5216

Representatives: Joshua Green, General Manager

**1.2 Contractor:**

Name:

Address:

Phone:

Representative:

**2. PROJECT NAMES (THE “PROJECT”)**

**2.1** Project Name: \_\_\_\_\_

**2.2** District may bring forth additional Projects to Contractor as necessary. For each additional Project, a separate Attachment A shall be prepared in accordance with the provisions of this Agreement and shall be incorporated in written amendments to this Agreement.

**3. DESCRIPTION OF WORK**

**3.1** Contractor shall render the services described in **Attachment A** for each Project (hereinafter, the “Services”) in accordance with this Agreement. Contractor may, with written approval of the District, and at any stage, engage subcontractors to

perform all or any part of the Services. District and Contractor, by written amendment to this Agreement, may from time to time make changes to the description of the Services. All Services shall be performed pursuant to the terms and conditions of this Agreement. A timeline for completion of the Services as outlined in each **Attachment A** shall be mutually agreed upon by Contractor and District and appropriately documented in writing.

- 3.2 Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall commence performance, and shall complete all required services no later than the dates set forth in **Attachment A**. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for extensions of time to the District in writing no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due. Contractor shall not be responsible for any delays caused by reviews, approvals or revisions performed by the District, or any other governmental entity. If delays are caused by the District, or any other governmental entity, the proposed schedule under **Attachment A** will be extended accordingly.
- 3.3 All attachments referred to in this Agreement are incorporated herein by that reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

#### 4. **COMPENSATION**

- 4.1 Charges for the Services rendered will be made in accordance with the Contract Price indicated in **Attachment A** for each project. Payment is due within thirty (30) days of District's receipt of an itemized invoice which indicates work completed and hours of Services rendered under this Agreement.
- 4.2 The compensation payable to Contractor for the current scope of services performed in accordance with this Agreement shall not exceed \_\_\_\_\_, unless by written amendment to this Agreement.

#### 5. **REPRESENTATIVES**

Each party shall designate a representative in the space provided above who is authorized to act on behalf of that party and receive notices under this Agreement.

## 6. NOTICES

Any notices, consents and approvals as required to be given hereunder shall be given in writing by registered mail or certified mail, postage prepaid, return receipt requested. Notices shall be considered given when mailed. Notices shall be addressed as follows:

**District:** Cosumnes Community Services District  
8820 Elk Grove Boulevard  
Elk Grove, CA 95624  
Tel: (916) 405-7150, Fax: (916) 685-5216  
Attention: Joshua Green, General Manager

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Attention: \_\_\_\_\_

## 7. CONTRACTOR'S RESPONSIBILITIES

- 7.1. By this Agreement and through Services listed in **Attachment A**, Contractor acknowledges that it has gathered and examined information related to the requirements of this Project. No plea of ignorance relating to any data, conditions or requirements that exist, or that may be encountered in the performance of this Agreement will be accepted as a result of failure or omission on the part of Contractor to fulfill, in every respect, all of the requirements.
- 7.2. In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of District. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to District under this Agreement. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from the performance of this Agreement.
- 7.3. The Services performed by Contractor shall be subject to the inspection and the review of District at all times but such inspection and review shall not relieve Contractor from its responsibility for the proper performance of the Services.
- 7.4. Contractor shall perform the Services according to the professional standards of the industry and to the satisfaction of the District. All reports and documents

produced and submitted by Contractor pursuant to this Agreement must meet with and shall be made to the District's satisfaction.

## **8. TERMINATION OF CONTRACT**

- 8.1 In the event of Contractor's failure to prosecute, deliver, or perform the Services, District may terminate this Agreement by notifying Contractor by certified mail, pursuant to Section 6 of this Agreement, of said termination. Thereupon, Contractor shall cease work and within five (5) working days: (a) assemble all documents owned by District and in Contractor's possession and deliver said documents to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.
- 8.2 This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days' written notice to the other party. Prior to the thirtieth (30th) day following the giving of notice, Contractor shall: (a) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.

## **9. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

## **10. INDEMNITY**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, contractors, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all

such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers.

#### **11. DOCUMENTS**

The documents, drawings, specifications and estimates prepared by Contractor, or Contractor's subcontractors for this Project, shall be and remain the property of District. Such documents, drawings, specifications and estimates shall be the property of District whether or not the work for which they were made is executed, and notwithstanding any copyright. District reserves the right to reuse all or part of the documents at its sole discretion for the construction of all or part of this or another project constructed for District. District is not bound by this Agreement to employ the services of Contractor in the event such documents are reused. In the event that Contractor's documents are subsequently reused or modified in any material respect without prior written consent of Contractor, District agrees to indemnify Contractor from any claims advanced on account of said reuse or modification. All Documents & Data are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

#### **12. FORCE MAJEURE**

Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

#### **13. GOVERNING LAW AND VENUE**

This Agreement shall be governed, construed and enforced in accordance with the laws of California and venue shall be in Sacramento County.

#### **14. DISPUTES**

If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used:

**14.1 Initial Resolution Effort**

- (a) The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute, and forward a copy of the dispute document to the other party.
- (b) Within ten (10) working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party's position and recommended method of resolving the dispute.
- (c) The Administrator of Parks and Recreation shall represent the District in this process.

14.2 If the dispute is not resolved in accordance with Section 14.1, the aggrieved party shall send to the General Manager a copy of the dispute document and response. Within five (5) working days of receiving the dispute document and the response, the General Manager shall propose a resolution.

14.3 If the dispute remains unresolved and the parties have exhausted the procedures of this Section, the parties may then seek remedies available to them at law.

**15. ATTORNEYS' FEES**

In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's fees and expert's fees, whether incurred through formal legal proceedings or otherwise.

**16. ASSIGNMENT AND SUCCESSORS**

Neither District nor Contractor shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any party hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors and assigns.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire agreement between District and Contractor relating to the Project and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both District and Contractor.

**18. SEVERABILITY**

If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

**19. SUBCONTRACTING**

Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**20. SIGNATURE AUTHORITY**

The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.

**21. APPROVAL OF LEGISLATIVE BODY**

This Agreement shall not be binding upon District until District's Board of Director's, or its designee, has approved all the terms and conditions contained herein.

**23. INSURANCE**

23.1 Contractor shall obtain, and during the term of this Agreement shall maintain, policies of automobile liability, commercial general liability and property damage insurance from an insurance company authorized to be in business in the State of California. Each such policy shall be in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence, and shall be endorsed with the following language:

- (a) The District's officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the acts and omissions by or on behalf of the Contractor.
- (b) The policy shall be considered primary insurance as respects the District and District's officers, officials, employees, agents and volunteers. Any insurance maintained by the District, including any self-insurance retention the District may have, shall be considered excess insurance only and shall not contribute with it.



- (c) The insurer shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - (d) The insured waives all rights of subrogation against the District and District's officers, officials, employees, agents and volunteers.
  - (e) Any failure to comply with report provisions of the policy shall not affect coverage provided to the District and District's officers, officials, employees, agents and volunteers.
  - (f) Provide that the policy shall remain in full force during the full term of this Contract and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company being received by the District.
- 23.2 Contractor shall obtain, and during the term of this Contract shall maintain, a policy of professional liability insurance that shall:
- (a) Be from an insurance company authorized to be in business in the State of California;
  - (b) Be in an insurable amount of not less than One Million Dollars (\$1,000,000) for each occurrence/aggregate; and
  - (c) Provide that the policy shall remain in full force during the full term of this Agreement and shall not be cancelled, terminated or allowed to expire without thirty (30) days prior written notice to the District from the insurance company.
- 23.3 Before Contractor shall employ any person or persons in the performance of this Agreement, Contractor shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.
- 23.4 Prior to the commencement of work under this Agreement, Contractor shall furnish to the District proof of the insurance required in this Section.
- 23.5 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 23.6 Contractor shall provide certificates of insurance with original endorsements to District, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of

performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.

## **24. COMPLIANCE WITH FEDERAL AND STATE LABOR LAWS**

- 24.1 Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied, and will comply, with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and Contractor's that are included in this Agreement.
- 24.2 Contractor is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.
- 24.3 By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 24.4 Contractor is aware of the requirements of the Fair Employment and Housing Act (2 CCR 11105):
- (a) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder.
  - (b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

## **25. WAIVER**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**26. CONFLICT OF INTEREST**

No person who is a director, officer, partner, trustee, (including its employees, agents, or and subcontractors) of the Contractor shall maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Contractor shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Contractor shall not make or participate in a decision made by the District, or any board or commission thereof, if it is reasonably foreseeable that the decision will may have a material effect on Contractor's economic interest, and (b) if required by law, any source of income, investment or interest in real property of that person or Contractor. Contractor agrees to file with the District in a timely manner, those financial disclosure forms as required by the Political Reform Act. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act and other laws relating to conflict of interest. Contractor shall file financial disclosure forms with the District. If Contractor maintains or acquires a conflicting interest, any contract with the District (including this Agreement) involving Contractor's conflicting interest may be terminated by the District.

**27. INTERPRETATION**

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair and plain meaning, and not strictly for or against any Party.

**28. COUNTERPARTS**

This Agreement may be signed in counterparts, each of which shall constitute an original.

**The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above:**

FOR THE COSUMNES COMMUNITY  
SERVICES DISTRICT

FOR \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_