

# REQUEST FOR PROPOSAL

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

SACRAMENTO REGIONAL COUNTY SANITATION  
DISTRICT  
8521 LAGUNA STATION ROAD  
ELK GROVE, CA 95758

Issue Date

October 31, 2017

Proposal  
Number

**RFP #8269**

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Return your proposal in an envelope, sealed and clearly marked on outside with proposal number and date shown below to:

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

Proposals must be received and logged in prior to the date and time indicated. Proposals will not be accepted after 3:00 P.M. on:

**November 30, 2017**

For Additional Information Contact

Issuing Officer

Tamblynn Stewart

Phone

(916) 875-9014

Delivery Requirement:

Merchandise or Service for Delivery To

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

## FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

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

Firm Name

Terms of Sale **Net 30**

Signature

F.O.B. Point: **Destination**

Printed Name

Federal Tax Identification Number:

Date:

Telephone:

E-Mail:

Fax:

## Information Security Assessment

This Request for Proposal (RFP) #8269 is to invite Proposers to submit proposals for an Information Security Assessment in accordance with the attached specifications, terms, and conditions.

## NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San) invites sealed proposals for the Information Security Assessment. Proposals will be received at the Sacramento Regional County Sanitation District, located at 8521 Laguna Station Road, Elk Grove, CA 95758 until:

**3:00 p.m., November 30, 2017**

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

Sacramento Regional County Sanitation District  
8521 Laguna Station Road  
Elk Grove, CA 95758  
Attention: RFP #8269

### KEY ACTION DATES

RFP Issue:	October 31, 2017
Questions Due:	November 13, 2017
Proposal Due:	November 30, 2017
Intent to Award:	December 15, 2017
Insurance Due:	December 22, 2017
Finalize Contract:	January 5, 2018

#### **Proposal Response:**

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

- Cover page (page 1) – please fill out, sign, and return in the response
- Solution Information
- Implementation Schedule
- Price Sheet
- Exceptions to Proposal
- Customer References
- List of Subcontractors
- Confidential Response
- Regarding Insurance Coverage
- Noncollusion Declaration
- Security Statement
- Names and resumes of people performing the work

**The proposal must be in Times New Roman, 12 point font. Inclusive of all items listed above, your proposal response must not exceed 25 pages. Samples of prior work and reports will be excluded from the page count limit.**

## STATEMENT OF WORK

### Introduction and Purpose of this Document

This RFP will be managed through the Sacramento Regional County Sanitation District (Regional San) on behalf of Regional San and the Sacramento Area Sewer District (SASD), collectively and henceforth referred to as the Districts. The Districts have a common management team along with administrative, financial, planning, support, and IT functions. The scope of this RFP is the combined Districts.

The Internal Services Division (ISD) provides administrative, financial, and information technology (IT) support to the Districts. The IT Section within ISD will be leading this RFP and project.

#### Sacramento Regional County Sanitation District (Regional San)

Regional San owns and operates the regional wastewater conveyance system and the Sacramento Regional Wastewater Treatment Plant located near Elk Grove, California. It serves a population of about 1.4 million residents in the region.

Regional San provides wastewater conveyance and treatment services to residential, industrial and commercial customers throughout unincorporated Sacramento County; the cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, Sacramento, and West Sacramento; and the communities of Courtland and Walnut Grove.

The wastewater is collected from customers' homes and businesses via sewer collection pipes operated by one of four local sewer agencies. These pipes connect to a network of 169 miles of interceptor pipelines, which convey the wastewater to the Sacramento Regional Wastewater Treatment Plant. There, approximately 130 million gallons of wastewater are treated each day and safely discharged to the Sacramento River.

Regional San was formed in 1973, and in 1982, after years of construction, the Sacramento Regional Wastewater Treatment Plant began service. Regional San is governed by a 17-member Board of Directors representing all of the jurisdictions served throughout the region.

More information about Regional San can be found at <http://www.regionalsan.com/>.

#### Sacramento Area Sewer District (SASD)

The Sacramento Area Sewer District (SASD) is a sewer utility providing service to 1.2 million people in the Sacramento region, including the unincorporated areas of Sacramento County; the cities of Citrus Heights, Rancho Cordova, and Elk Grove; as well as portions of the cities of Folsom and Sacramento. Service is provided for residential, commercial, and industrial customers.

SASD owns and operates thousands of miles of lower lateral and main line pipes and is responsible for the day-to-day operations and maintenance of these sewer pipes. Once collected in the system, sewage flows into the Regional San interceptor system, where it is conveyed to the Sacramento Regional Wastewater Treatment Plant near Elk Grove.

SASD was formed in 1978 and is governed by a 10-member Board of Directors representing the various city and county jurisdictions in the service area.

More information about SASD can be found at <http://www.sacsewer.com/>.

With this Request for Proposal (RFP), Regional San is accepting proposals to conduct an Information Security Assessment (Assessment) for the combined Districts.

This document contains a description of the desired products, services, and support needed.

## RFP Response

Please respond to this RFP with a detailed plan including success criteria, methodologies, cost estimates, and final report template. In addition, each response must include selected information about your company.

If you have questions, please email them to Tamblynn Stewart at [stewartt@sacsewer.com](mailto:stewartt@sacsewer.com). Your questions and the responses will be distributed to everyone who received a copy of the RFP.

## Information Security Initiatives

The Districts have several information security initiatives either recently completed, active, or planned.

1. **Completed in March 2017** – internal self-assessment of the Districts’ business systems security maturity based on SANS Institute’s Center for Internet Security (CIS) Top 20 Critical Security Controls (CSC). Note, the annual update of this assessment is now coming due.
2. **Active** – working with the Department of Homeland Security (DHS) to perform an Industrial Control Systems (ICS) / Supervisory Control and Data Acquisition (SCADA) security maturity assessment for the Districts’ SCADA systems.
3. **Planned** – establish a Cybersecurity Program for the Districts to include:
  - a. Implement risk mitigation strategies to achieve compliance
  - b. Enforce concept of least privilege
  - c. Improve security beyond just the perimeter
  - d. Re-evaluate and re-assess policies regularly
  - e. Include security into all technology decisions
  - f. Regular testing
  - g. Security training for staff

## Purpose of the Information Security Assessment

Building on the work completed by internal staff, the Districts have identified the need to perform an independent Information Security Assessment (Assessment) in order to achieve the following:

1. Review and independently validate the findings from the internal CIS Top 20 assessment
2. Identify any additional security gaps and quantify the effort required to address them
3. Confirm cyber-protection systems and processes are properly secured from outside threats
4. Prepare and present a process map to significantly improve the strength and effectiveness of the Districts’ cybersecurity readiness and training
5. Create a prioritized menu of options to address shortcomings, including costs to complete and implement
6. Assess and report on the Districts’ information security maturity as measured against the CIS Top 20 CSCs and alignment with the Cybersecurity Framework and NIST security control guidelines

## Summary of the Districts' Information Technology Infrastructure

The following information is provided to help you understand the level of complexity of the Districts' IT infrastructure.

1. Number of users Districts-wide: 900 to 1,000
2. Key IT infrastructure items are provided by a central county IT organization including networking, internet access, VPN, and private cloud services
3. Two server rooms at branch locations
4. Software:
  - a. Client Operating Systems: Windows 7 and 10
  - b. Server Operating Systems: Windows Server, Linux, VMware
  - c. Databases: SQL Server and Oracle
  - d. Applications: mix of web-based and desktop
5. Field crews with mobile access to the network
6. Secured and open wireless access points
7. SCADA systems on separate networks
8. Security activities aligned with the CIS Top 20, Cybersecurity Framework, and NIST security control guidelines

## Scope of Work

Items that should be covered in the Assessment include, but are not limited to:

1. Review and validate the Districts' March 2017 CIS Top 20 internal assessment
2. Perform a gap analysis to include the following:
  - a. Security policies and procedures review
  - b. Security management practices review
  - c. Security training practices review
  - d. Physical security review
  - e. Network architecture review and examination
  - f. Identification of network device, server, and host system vulnerabilities, including wireless and remote / VPN access
  - g. Firewall diagnostic review
  - h. Website vulnerability analysis for exposure to SQL injection, cross-site scripting, etc.
  - i. Application security review and examination
  - j. Database security review and examination
  - k. Determination of ransomware, phishing, and social engineering attack risk
  - l. Security awareness review
  - m. Incident response

3. Create an Assessment Report based the work in #2 above including, but not limited to:
  - a. An executive summary with objectives, scope, background, summary of findings, and recommendations
  - b. Identification of the Districts' security gaps
  - c. Recommendations for eliminating, or at least reducing, security gaps and increasing the Districts' security maturity
  - d. Summary of areas reviewed / examined along with the methodologies / procedures used
  - e. A list of security weaknesses in the form of findings, ranking of risk severity, and a list of prioritized recommendations
  - f. A multi-year security improvement roadmap including any additional recommendations or future considerations
  - g. Recommendations on industry standard security frameworks / best practices to follow
  - h. Cost projections for implementing the recommendations and roadmap including labor hours and licensing for software tools
  - i. Listing of all software tools used to perform the Assessment
  - j. Any related reference material
4. Based on your expertise and experience working with other clients similar to the Districts, you should propose any additional items you recommend be included in the Assessment.

### **Project Deliverables**

Deliverables for the project include:

1. Project management
2. Project schedule
3. Completion of the assessment based on the items and guidelines listed above
4. Information Security Assessment Report containing the items listed above

### **Guidelines for Responding to the Proposal**

Along with the requisite information to be submitted with this proposal, the Solution Approach section should include the following:

1. A demonstration in writing of your understanding of the desired outcome
2. A demonstration in writing of your ability to complete the required tasks as defined to achieve the desired outcome
3. A description of your approach
4. A description of any industry standard security frameworks you use to conduct the assessment
5. Sample report(s) from previous assessments (either included within the Solution Approach section or referenced as an attachment to the proposal)
6. Number of years your company has been in business
7. Number of customers for which your company has provided similar services

## RFP INFORMATION AND GUIDELINES

### 1.0 INTRODUCTION

**1.1 INVITATION** – The Sacramento Regional County Sanitation District (Regional San), invites Responses which offer to provide the products and services identified on the Cover Sheet.

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

**1.2.1 We/Us/Our** are terms which refer to the Sacramento Regional County Sanitation District (Regional San), 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:

*SRCSD* – Sacramento Regional County Sanitation District

*SRWTP* – Sacramento Regional Wastewater Treatment Plant

*District* – Sacramento Regional County Sanitation District

*Regional San* – Sacramento Regional County Sanitation District

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

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

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

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

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

**1.2.7 Request for Proposal (RFP)** – This entire document, including attachments.

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

**1.3 RFP CLARIFICATION** – Questions regarding this RFP should be directed to the Issuing Officer specified below. Answers citing the question, but not identifying the supplier, will be distributed

simultaneously to all known prospective Proposers via email. Oral answers provided by Regional San or its agents shall not be binding.

**1.4 DEADLINE FOR PROPOSAL – 3:00 p.m., November 30, 2017**

**1.5 PROPOSER RESPONSIBILITY** – We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a Contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically, by Section number, raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

**1.6 SUBMISSION OF PROPOSALS** – Proposals should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.

**1.7 COMPLETENESS** – Proposals shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.

**1.8 FALSE/MISLEADING STATEMENTS** – Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the proposal shall be rejected.

**1.9 PROPOSAL SIGNATURE** – The proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. An unsigned proposal shall be rejected.

**1.10 AWARD** – Regional San will award to the contractor who presents the greatest value, in our view, to Regional San from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the District Purchasing Manager to be in the best interest of Regional San. Thus, the result will not be determined by price alone.

**1.11 PROPOSAL EXECUTION** – This RFP and the Contractor's Response will be made part of any resultant Contract(s) and will be incorporated in the Contract as set forth. This RFP and the Contractor's response will be made part of any resultant Contract and will be incorporated in the Contract as set forth.

**1.12 PRECEDENCE** – In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

- 1) The provisions of the Contract (as it may be amended);
- 2) The provisions of the Proposer's Response (as it may be clarified);
- 3) The provisions of the RFP (as it may be supplemented).

**1.13 ISSUING OFFICER** – Following is the name and contact information of the Issuing Officer for this RFP:

Tamblynn Stewart  
Senior Contract Service Officer  
Sacramento Regional County Sanitation District  
8521 Laguna Station Road  
Elk Grove, CA 95758  
(916) 875-9014  
[stewartt@sacsewer.com](mailto:stewartt@sacsewer.com)

Note: Return your original proposal, printed and signed, along with six copies, in a sealed envelope sealed and clearly marked on the outside with the proposal number and date to the address above. Questions and other correspondence can be sent by email or phone.

**1.14 SECURITY:** The successful Respondent and their employees will be responsible for adhering and conforming to all Regional San security procedures and policies. This will include observing and reporting any suspicious or unusual activity that threatens safety or security. Relevant Plant security policies and procedures will be made available to all Proposers attending the mandatory pre-proposal meeting.

**2.0 CONFIDENTIALITY AND SECURITY**

Any Contractor engaging in any service for Regional San which requires them to come into contact with confidential Regional San information will be required to hold confidential such confidential data made available to them. The Contractor must assure that all of its employees and agents assigned to work with Regional San will learn and comply with the security policies and procedures in effect at Regional San throughout the term of their assignment to Regional San. The Contractor's personnel may be required to pass a security/background check prior to performing any services detailed in this RFP.

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

**2.1 Regional San Standards**

All services performed by Contractor shall be performed in accordance with standards set forth by Regional San.

**2.2 Satisfactory Performance**

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

### **2.3 Contractor's Employee Compensation**

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

### **2.4 Independence of the Contractor**

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

### **2.5 Conflict of Interest**

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

### **2.6 Non-Discrimination**

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

### **2.7 Rights to Contracted Products**

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

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

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

### **2.8 Indemnification**

To the fullest extent permitted by law, for work or services provided under this Agreement, Contractor shall indemnify, defend, including with counsel reasonably acceptable to Regional San, and hold harmless Sacramento Regional County Sanitation District, Sacramento Area Sewer District, the County, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses,

liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, and reasonable attorneys’ fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by Contractor, its employees, Contractor’s subconsultants or subcontractors at any tier, or any other party for which Contractor is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. Contractor shall not be liable for Claims caused the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to Contractor. Contractor shall defend the Indemnified Parties with counsel reasonably acceptable to Regional San. Notwithstanding the foregoing, Regional San 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 Regional San 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 require that Contractor thereafter assume control of the defense and pay all 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 subconsultants or 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.

## 2.9 Insurance

Proposals shall include information sufficient to demonstrate the ability to provide the following minimum levels of insurance:

1. Workers’ compensation: Statutory.

B. Liability arising from other services and operations usually covered under commercial general and automobile liability policies, including products liability; General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Completed Operations Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Automobile Liability: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.

Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability with Technology Errors and Omissions: \$1,000,000 per claim or incident and \$1,000,000 aggregate

Waiver of Subrogation to be included for General Liability and Workers' Compensation

Additional Insured Endorsement to be included for General Liability and Automobile Liability.

The insurance limits may be adjusted by Regional San at the time of the best and final proposal, contract negotiations, or during the service agreement to cover increased costs. Extensions of policy provisions to cover the interest of Regional San and its member agencies, such as additional insured, primary language, loss payee, cancellation notice, certificates of insurance, and other requirements will be provided during the final contract negotiation.

## **2.10 Applicable Laws**

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

## **2.11 Assignment and Subcontracting**

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

## **2.12 Termination**

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

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

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

## **2.13 Modifications/Extensions**

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

## **2.14 Successors and Waivers**

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

## **2.15 Benefits Waiver**

If Contractor is unincorporated, Contractor acknowledges and agrees that Contractor is not entitled to receive the following benefits and/or compensation from Regional San: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, paternal leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, The Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between Regional San, Sacramento County and its employee organizations. Should any employee or agent of Contractor seek to obtain such benefits from Regional San or the County of Sacramento, Contractor agrees to indemnify and hold harmless Regional San and the County from any and all claims that may be made against Regional San for the County for such benefits.

## **3.0 COMPLIANCE WITH STANDARD TERMS & CONDITIONS**

You agree to be bound by our standard “boilerplate” conditions, a sample of which is attached to this RFP (see GENERAL TERMS AND CONDITIONS Section).

### **3.1 Confidentiality**

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

## **4.0 RESPONSE PRESENTATION & REVIEW**

### **4.1 Response Content**

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

Assemble your response in the following order:

- Cover Sheet – the cover sheet at the front of the RFP must be signed and completed in regards to all information required. The signed cover sheet represents your agreement to supply the requested goods and/or services detailed in the RFP.
- Solution Information
- Implementation Schedule
- Price Sheet
- Exceptions to Proposal
- Customer References
- List of Subcontractors
- Confidential Response
- Regarding Insurance Coverage
- Noncollusion Declaration
- Security Statement
- Names and resumes of people performing the work

**The proposal must be in Times New Roman, 12 point font. Inclusive of all items listed above, your proposal response must not exceed 25 pages. Samples of prior work and reports will be excluded from the page count limit.**

#### **4.1.1 Pre-submittal Corrections**

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

#### **4.2 Submittal of Responses**

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

##### **4.2.1 Submittal Package**

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

##### **4.2.2 Submittal Deadline**

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

##### **4.2.3 Advice of Award**

If you respond to this RFP you will receive an “Intent to Award” letter notifying you of the outcome via email.

#### **4.3 RFP Opening**

On the date and time and at the location specified on the Cover Sheet, all responses will be opened in public and each respondent identified. An “Intent to Award” notice will be sent to all respondents identifying the firm(s) which submitted the successful proposal(s). Any protest regarding the intent to award shall be received within three business days to be considered.

#### **4.4 Response Clarification**

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

##### **4.4.1 Rejection or Correction of Responses**

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

## 4.5 Evaluation Process

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

### 4.5.1 Reference Check

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

### 4.5.2 Acceptability

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

## 4.6 Award Criteria

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

- Our perception of your understanding of our stated needs and specifications, as evidenced by your submitted capability statements
- How closely your proposed solution meets the stated needs and requirements
- The cost to conduct the Assessment
- References

**Evaluation and Award:** The evaluation team will consist of representatives of the Districts. Proposals will be evaluated as follows:

Proposals will be examined as to whether or not the Proposer understood and responded with all required proposal documents, properly completed, and the acceptability of exceptions taken to terms and conditions.

The contract will be awarded based on the proposal ranked best in terms of capability/quality. While price does matter, we will be seeking the best result at a reasonable cost that meets our needs as we interpret them based upon both the qualitative and quantitative information provided in the submitted proposal.

Written proposals will be examined as to whether or not the Respondents understood and responded in accordance with the following requirements:

1. Solution Approach:
2. Price
3. References

Proposals will be scored according to the table below:

Rating Criteria	Points
Solution Approach	50
Price	40
References	10
<b>Total</b>	<b>100</b>

We may ask for a follow up interview (by phone or in person) if we have any questions or need clarifications related to the proposal.

The proposal with the highest score will be selected to conduct the Assessment.

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

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

**Districts Holidays:** The thirteen holidays (13 days off) Regional San observes in a calendar year include the following:

- New Year’s Day
- Martin Luther King Day
- Abraham Lincoln’s Birthday
- George Washington’s Birthday
- Cesar E. Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day

## GENERAL TERMS AND CONDITIONS

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

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

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

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

**F.O.B. point:** The F.O.B. point shall be F.O.B. Destination (Districts facilities).

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

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

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

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

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

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

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

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

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

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

**Right to terminate:** Either party may terminate this agreement, without cause, by notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least thirty (30) calendar days after receipt of notice by the non-terminating party.

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

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

**Subcontracting:** The performance of the work may not be subcontracted except upon consent of the District; and, no such subcontracting will be permitted if it would relieve the original Contractor or his surety of their responsibilities under the agreement.

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

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

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

**Indemnification:** Refer to Section 2.8

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

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

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

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

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

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

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

**Fixed Price Deliverables:** This contract consists of the delivery of specific results (a “Deliverable”) by the Contractor. Each Deliverable must be separately priced in the proposal. Invoices for partial completion of a Deliverable will not be paid. Invoices for a completed Deliverable may be submitted only after the Contractor has received written acceptance from Regional San.

#### **Independent Contractor:**

1. It is understood and agreed that Contractor (including Contractor’s employees) is an Independent Contractor and that no relationship of employer-employee exists between the parties hereto. Contractor’s assigned personnel shall not be entitled to any benefits payable to employees of District. District is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an Independent Contractor, Contractor hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists due to this agreement.
2. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of District as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
3. If, in the performance of this agreement, Contractor employs any third persons, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.

4. It is further understood and agreed that as an Independent Contractor and not an employee of District, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, nor to bind District to any obligation whatsoever.
5. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

#### **Responsibility of Independent Contractor:**

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

#### **Invoicing**

1. Invoices should be submitted electronically to the following email address:  
  
[SRCSDFiscal@sacsewer.com](mailto:SRCSDFiscal@sacsewer.com)
2. Date of Service for each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; contract shipping order number (PO#); quantities; item descriptions, unit prices and extensions; sales / use tax; and an invoice total.
3. For payment purposes, the Contractor shall obtain a Purchase Order number from the District for each separate order/invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require a unique Purchase Order number to be issued to the vendor by the District. If the Purchase Order number does not appear on the Contractor's invoice, payment may be delayed because it would generally take longer to match the vendor's invoice with the customer's ordering document.
4. Invoices shall be rendered monthly in arrears.
5. Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
6. In the State of California, government agencies are not allowed to pay excess interest and late charges. Per Government Codes, Section 926.10, interest shall be entitled commencing the 61<sup>st</sup> day and shall be 6 percent per annum.

7. Progress payments will be made based on successful completion of key project milestones as defined in the following table:

<b>Project Milestone</b>	<b>Payment (Percentage of Total Contract Price)</b>
Requirements and assessment plan defined	10%
Perform and complete the Assessment	30%
Delivery of final Assessment Report	60%
<b>Total</b>	<b>100%</b>

8. Payment terms will be net 30 upon receipt of invoice, following successful completion of each project milestone.

## **SOLUTION INFORMATION**

To Be Submitted with Proposal

Use this section to present your solution. Use multiple pages as needed.

## **IMPLEMENTATION SCHEDULE**

To Be Submitted with Proposal

Based on the solution you are proposing, provide a work breakdown structure (WBS) and estimated schedule for the Assessment.

# PRICE SHEET

To Be Submitted with Proposal

Break down the costs for each component of the services in a much line item detail as possible.

Insert additional lines of detail as needed.

Description	Unit Price	Units	Quantity	Amount
<b>Total</b>				

Note: Examples of Units include Each, One Time, Per Year, Per User, Per Day, Per Hour, etc.

## **EXCEPTIONS TO PROPOSAL**

To Be Submitted with Proposal

If you have no exceptions enter “None” below.

**CUSTOMER REFERENCES**

To Be Submitted with Proposal

Three customer references are required.

R-1

Account Name	
Address	
Contact Person/Title	
Phone Number	
Email	
Products and Services Provided / Year(s)	

R-2

Account Name	
Address	
Contact Person/Title	
Phone Number	
Email	
Products and Services Provided / Year(s)	

R-3

Account Name	
Address	
Contact Person/Title	
Phone Number	
Email	
Products and Services Provided / Year(s)	

**LIST OF SUBCONTRACTORS**

To Be Submitted with Proposal

If you have no Subcontractors enter “None” in the first cell of the table below.

**Contactors Name:**

<b>Subcontractor Name/Address/Phone No.</b>	<b>Description of work to be performed by subcontractor</b>	<b>Subcontract Amount</b>	<b>% of work</b>

Additional sheets may be used if additional space is needed.

The undersigned Respondent assures that no Subcontractor or supplier may be added, deleted, or changed without the express written approval of the awarding body.

\_\_\_\_\_  
**Signature of Prime Contractor/Title**

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**CONFIDENTIAL RESPONSE**

To Be Submitted with Proposal

Sacramento Regional County Sanitation District  
8521 Laguna Station Road  
Elk Grove, CA 95758-9550

Subject: Use of Confidential Regional San Information

Our company will respect and maintain strict confidentiality in the use of all data that our company employees may gain access to for the purpose of preparing a response to RFP #8269 and for the performance of any subsequent contract. Information obtained from Regional San will be used only by authorized company employees and for only those purposes for which Regional San provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to Regional San promptly after use, all documents supplied along with all records of information derived there from.

Sincerely,

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*Signature of Company Representative*

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*Date*

**REGARDING INSURANCE COVERAGE**

To Be Submitted with Proposal

Proposer **HEREBY CERTIFIES** that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 8269 Information Security Assessment. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the Subcontractors, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Proposer (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Proposer’s Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**NONCOLLUSION DECLARATION**

To Be Submitted with Proposal

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or a sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from submitting a Proposal. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature \_\_\_\_\_

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**SECURITY STATEMENT**

Subject: Use of Confidential Districts Information

The Contractor will respect and maintain strict confidentiality in the use of all data that your contract employees may gain access to for the purpose of preparing a response to RFP#8269 and for the performance of any subsequent contract. Information obtained from the Districts will be used only by authorized contract employees and for only those purposes for which the Districts provide the information. Those contract employees who handle this information will be notified of its strictly confidential nature. As a contractor, you will also take responsibility for returning to the Districts promptly after use, all documents supplied along with all records of information derived herein.

Sincerely,

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*Signature of Company Representative*

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*Date*