REQUEST FOR PROPOSAL

REGIONAL SAN
8521 Laguna Station Road
Elk Grove, CA 95758

Issue Date
May 20, 2020

Proposal Number
RFP #8370

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

PURCHASING SERVICES
Regional San
8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: RFP#8370

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

Jun 22, 2020

For Additional Information Contact
Issuing Officer
Tamblynn Stewart
Phone
(916) 875-9014

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

Signature
F.O.B. Point: Destination

Printed Name
Shipping Date / ARO

Job Title
Estimated Day of Arrival at Destination / After Shipment

Date:
Telephone:

E-Mail:
Fax:

CALCIUM NITRATE AND SERVICES CONTRACT

REGIONAL SAN (formerly known as the Sacramento Regional County Sanitation District) is seeking a request for proposal to establish an annual contract to supply calcium nitrate chemical(s) to treat liquid phase hydrogen sulfide, provide service to maintain Regional San owned chemical equipment, and technical recommendations as needed to REGIONAL SAN. Additionally, REGIONAL SAN will require the vendor to have the ability to supply liquid-phase odor control equipment as needed. The goal is to obtain a product and service contract at the best value for REGIONAL SAN. All work furnished shall be provided in accordance with contract specifications and terms and conditions set forth herein.
NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT:
REGIONAL SAN invites sealed Proposals for CALCIUM NITRATE AND SERVICES CONTRACT SERVICES

Sealed proposals for RFP#8370 to provide:
CALCIUM NITRATE AND SERVICES CONTRACT

Proposals will be received at:

REGIONAL SAN
Purchasing Services
8521 Laguna Station Road
Sacramento, CA 95758, until
3:00 p.m Jun 22, 2020

To be publicly opened and declared aloud by REGIONAL SAN representatives. Any Contractor who wishes its proposal to be considered is responsible for making certain that its proposal is delivered to said Purchasing Office.

Proposal shall be addressed to:
REGIONAL SAN
Purchasing Services
8521 Laguna Station Road
Elk Grove, CA 95758
Attn: RFP #8370

Detailed proposal request document RFP#8370 can be obtained by contacting REGIONAL SAN http://www.regionalsan.com/business-opportunities

REGIONAL SAN is currently under contract to feed calcium nitrate (Bioxide) at REGIONAL SAN’s interceptor conveyance system to treat liquid sulfides in the wastewater stream before entering the Sacramento Regional Wastewater Treatment Plant (SRWTP).

Contractors will need to submit a proposal for at least one of the listed chemicals and must properly fill out the vendor price proposal to be ranked. Contractor proposals will be evaluated and ranked using criteria discussed further in the RFP.

Contractors are hereby notified that pursuant to Part 7, Chapter 1, Article 2, Section 1770, et seq., of the Labor Code of the State of California, the successful Contractor and its subcontractors shall pay their labor forces not less than the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations, and travel and subsistence pay as such are defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of said Labor Code, for work needed and performed on this project. It shall, pursuant to the provisions of Section 1773.2 of said Labor Code, be a requirement of the work for the successful bidding contractor to post and maintain a copy of said wages’ determinations at the project site throughout the duration of the work.

REGIONAL SAN reserves the right to reject any or all Proposals and waive any irregularity in Proposals received.
KEY ACTION DATES

RFP Advertised: May 20, 2020

Mandatory Pre Bid Meeting/Walk Through: Jun 3, 2020

Question Deadline: Jun 10, 2020

Proposal Due Date: Jun 22, 2020

Intent to Award: Jun 30, 2020

Insurance Due: Jul 9, 2020

Contract Award: Jul 10, 2020
1. **INTRODUCTION**

1.1 **INVITATION** – REGIONAL SAN invites Responses which offer to provide the services identified on the Cover Sheet.

1.2 **DEFINITIONS** - We intend to express our expectations clearly, and they are to be legally interpreted in REGIONAL SAN’s favor.

1.2.1 **WE/US/OUR** are terms which refer to REGIONAL SAN a duly organized public entity. They may also be used as pronouns for various subsets of the REGIONAL SAN organization, including, as the context will indicate:

   - REGIONAL SAN – Sacramento Regional County Sanitation District
   - SRWTP – Sacramento Regional Wastewater Treatment Plant
   - SASD – Sacramento Area Sewer 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:

   - **Supplier** - A business entity engaged in the business of providing contract temporary personnel services.
   - **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.
   - **Contractor/Vendor** - 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.
   - **Subcontractor** - A company that enters into a business relationship with the Contractor. The Contractor may seek to place employees of the Subcontractor for the services described in the RFP.
   - **Contractor’s Employee** - All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker’s Comp, SDI, etc.).

1.2.3 **REQUEST FOR PROPOSAL (RFP)** - This entire document, including attachments.

1.2.4 **RESPONSE** - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on REGIONAL SAN or Contractor 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 contractor, will be distributed simultaneously to all known prospective proposers via email. Oral answers provided by REGIONAL SAN, or its agents shall not be binding.

1.3.1 **DEADLINE FOR PROPOSAL SUBMITTAL** – Jun 22, 2020 until 3:00pm
1.3.2 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.

1.3.2.1 SUBMISSION OF PROPOSALS – Proposals should be prepared in such a way as to provide a straightforward, 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.

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

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

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

1.4 AWARD – REGIONAL SAN will award to the contractor(s) 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 REGIONAL SAN to be in the best interest of REGIONAL SAN. Thus, the result will not be determined by price alone.

1.5 MANDATORY PRE BID MEETING/WALK THROUGH – All prospective vendors are required to attend the mandatory pre bid meeting. Proposals from any vendor unable to attend the pre bid meeting will be rejected. The pre bid meeting will begin at 9:00 am on the 3rd of June at the Sacramento Regional Wastewater Treatment Plant, located at 8521 Laguna Station Rd., Elk Grove CA 95758. The meeting will include a field site visit to each of the active feed stations. Prospective vendors will be required to provide their own transportation for the field tour. Both Regional San staff and prospective vendors are encouraged to wear face coverings while attending the meeting and the field site visit.

1.6 CONTRACT EXECUTION - This RFP and the Contractor’s Response will be made part of any Contract(s) and will be incorporated in the Contract as set forth.

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

1) The provisions of the Contract (as it may be amended);
2) The provisions of the Contractors Response (as it may be clarified);
3) The provisions of the RFP (as it may be supplemented).
1.7 **CONTRACT PERIOD** - Any contract resulting from this RFP shall be for a three-year period. REGIONAL SAN reserves the right to extend the contract period for two (2) additional one-year periods. Such extension(s) will be at REGIONAL SAN’s option, subject to same specifications, terms, conditions, favorable prices, and agreement between the Contractor and REGIONAL SAN.

1.8 **BONDING REQUIREMENTS**

If awarded an Agreement with REGIONAL SAN, the Contractor must be able to secure and maintain a Performance Bond with the amount of the bond based on the Vendor’s estimated annual operating costs in performance of the Agreement. Vendor is required to state the amount of the Performance Bond to be maintained as part of its RFP response. The entire cost of the bond shall be borne by the successful Contractor.

Operations Performance Bond (Annually Renewable)

In a sum, not less than one hundred percent (100%) of the estimated annual operating costs to guarantee the faithful performance of all covenants and stipulations during the term of the Agreement. The bond shall contain a provision that the surety thereon expressly waives the provisions of California Civil Code Sections 2819 and 2845.

Notification of Surety Companies

The Surety company shall be familiar with all the provisions and conditions of the Agreement. It is understood and agreed that the Surety waives notice of change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed there under or to the specifications accompanying the same, or any other act or acts by REGIONAL SAN or REGIONAL SAN’S authorized agents under the terms of the Agreement; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Agreement.

Bond is Annually Renewable

The required Performance Bond shall be annually renewable but shall allow for the Surety’s non-renewal without penalty at the Surety’s option.

1.9 **ISSUING OFFICER** – The issuing officer and mailing address to send Proposal, questions, and all other correspondence concerning the RFP is:

Issuing Officer:
Tamblynn Stewart
Sr. Contract Services Officer
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9014
stewartt@sacsewer.com
Information provided in this proposal:

- Cover Page (page 1)
- Notice to Contractors
- Key Action Dates
- Introduction
- General Conditions
- Background
- Scope of Work
- Specifications
- Terms and Conditions
- Evaluation and Award Matrix
- REGIONAL SAN Insurance Requirements
- Vendor Questionnaire
- Contractor License Certification
- Proposer’s Statement Regarding Insurance Coverage
- Vendor Price Proposal
- Performance Bond Annually Renewable
- Exception Response Page

Proposal Response: Interested proposers must complete and return the following pages/sections by the closing date and time shown on the cover page in order to be considered.

- Cover Page with authorized signature
- Vendor Questionnaire – be sure to include a copy of requested documents, including but not limited to current business and contractor’s licenses.
- Contractor License Certification
- Proposer’s Statement Regarding Insurance Coverage
- Vendor Price Proposal for each Scope of Work submitted
- General plans and documentation specifying equipment recommended by the contractor for optional new chemical feed site station.
- Instruction for Performance Bond
- Exception / Response Page
- Five (5) copies of proposal and mark the original as the “Original” or “Master Copy”

Note: REGIONAL SAN will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope. Refer to instructions on the cover page.

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 3rd business day shall be accepted.** If any REGIONAL SAN 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.
GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.

2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.

3. **CASH Discounts:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in REGIONAL SAN Auditor’s Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of REGIONAL SAN warrant or check.

4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from REGIONAL SAN, the vendor certifies that their business entity is in compliance with the Americans with Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.

5. **HOLD HARMLESS:** The vendor shall hold REGIONAL SAN, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against REGIONAL SAN or himself because of the unauthorized use of such articles.

6. **DEFAULT BY VENDOR:** In case of default by vendor, REGIONAL SAN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to REGIONAL SAN. Prices paid by REGIONAL SAN shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of REGIONAL SAN Purchasing Manager.

7. **RIGHT TO AUDIT:** REGIONAL SAN reserves the right to verify, by examination of vendor’s records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of REGIONAL SAN Purchasing Manager. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.

9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 8, the provisions of this agreement shall
extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. **F.E.T. EXEMPTION:** REGIONAL SAN is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.

11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.

12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer’s inspection and acceptance of such items at buyer’s building.

13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by REGIONAL SAN without written notice of acceptance thereof prior to shipment.

14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

15. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.

16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Manager.

17. **SPECIAL CONDITIONS:** Buyer’s standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
BACKGROUND

Historically, REGIONAL SAN has injected Bioxide (calcium nitrate) from the Arden Pump Station (N19), Power Inn Pump Station (N52), South River Pump Station (N50), and NE Facility (N18). Five years ago, REGIONAL SAN added a remote chemical feed station (N38 Bradshaw) that utilizes solar power to inject Bioxide seasonally. These chemical feed systems each have a control point for feedback dose control. Feedback dose control is determined by a web-based platform service provided by the vendor. The web-based platform tracks in real time the H2S from the control points using continuous emissions monitors (i.e. vapor links). Refer to the figure below for location of calcium nitrate feed stations.
Calcium Nitrate Feed Systems

N19 – Arden Pump Station:
- Location: 1021 Howe Avenue, Sacramento, CA 95825
- Injection: Force-main
- Operation: Year round with exception of wet weather/winter months
- Background: The Arden force main discharges continuously in a diurnal pattern into the Central Interceptor gravity line as it transitions into gravity flow. Only one of two 5-mile 60-inch force mains typically operate throughout the year with exception of peak wet weather. The hydraulic retention time averages at about 5 hours in the dry season.
- Average dry weather flow: 15MGD
- Estimated Seasonal Liquid Sulfide Concentration (untreated sewage):
  - Dry weather: 10 to 12mg/l
  - Wet Weather: 4.0 to 6.0 mg/l

N50 – South River Pump Station (SRPS):
- Location: 30030 South River Road, West Sacramento, CA 95691
- Injection: Wet well
- Operation: Year round with exception of wet weather/winter months
- Background: This pump station is located in Yolo County, located west of the American River and the Pocket Area. The SRPS force main is approximately 8 miles. The LNWI conveys sewage from the Upper Northwest Interceptor (UNWI) and from West Sacramento to the Regional Treatment Plant. The pump station operates on a fill and draw strategy on wet well level. The pumps can operate for 2 hours continuously with 2 to 6 hour period of fill time, depending on the time of day. The hydraulic retention time in the force main averages to 8 hours.
- Average dry weather flow: 55-60MGGevery two hours, (~19MGD).
- Estimated Seasonal Liquid Sulfide Concentration (untreated sewage):
  - Dry weather: >10mg/l
  - Wet Weather: 3 mg/l

N38 – Bradshaw Interceptor Feed System
- Location: 9886 Kiefer Boulevard, Sacramento, CA 95827
- Injection: Gravity line
- Operation: Typically early spring through fall periods.
- Background: The N38 feed system injects Calcium Nitrate directly into the Bradshaw Interceptor in a junction structure to treat both Regional San’s Bradshaw Interceptor and incoming flow from the Sacramento Area Sewer District (SASD). The majority of H2S loading comes from an upstream SASD 7 mile forcemain. On average of 4MGD, liquid sulfides can reach up to 6mg/l.
- Average dry weather flow: 30 to 40 MGD
- Estimated Seasonal Liquid Sulfide Concentration (untreated sewage):
  - Dry weather: 1.0mg/l
  - Wet Weather: 0.2 mg/l
Calcium Nitrate Feed Systems (cont.)

N18 – Northeast Facility:
- Location: 1000 River Walk Way, Carmichael, CA 95608
- Injection: Gravity line
- Operation: As needed
- Background: N18 is located at the Sacramento County sheriff’s academy. Due to limited contact time, the N18 feed station can partially treat at the siphon outlet prior to crossing beneath the American River. N18 functions best in reducing liquid sulfide loading to both the Bradshaw and Northeast/Central Interceptors.
- Average dry weather flow: 20MGD
- Estimated Seasonal Liquid Sulfide Concentration (untreated sewage):
  - Dry weather: 3.5mg/l

N52 – Power Inn Pump Station:
- Location: 8150 Fruitridge Road, Sacramento, CA 95826
- Injection: Wet well
- Operation: Calcium Nitrate feed at this site is not expected at this time. May require calcium nitrate at a later date if needed.
- Background: The calcium nitrate feed system at N52 was recently converted to a Caustic Soda slug dosing operation. The chemical feed pump and associated equipment will remain in standby indefinitely at this time. The Power Inn Pump Station is located 2 miles west of the Central Interceptor. The 1.2 mile 30” force main transitions to a 54” gravity line before it ties into the Central Interceptor and Northeast Interceptor junction structure. The tie in is about 1000ft downstream of the Arden force main gravity transition.
- Average dry weather flow: 5MGD
- Estimated Seasonal Liquid Sulfide Concentration (untreated sewage):
  - Dry weather: 10mg/l

Anticipated Chemical Demand Changes
In addition to localized odor control targets in the collection system, the Sacramento Regional Wastewater Treatment Plant (SRWTP) has been considered the main odor control point for treating liquid sulfides. Last year, Regional San commissioned a new nitrate sidestream treatment (NST) process where concentrated ammonia supernatant is converted to nitrates and returned back to process upstream of the SRWTP headworks. As a result, Regional San has decreased its calcium nitrate demand over the past year. In the next couple of years, Regional San will make additional changes to its process that may further effect upstream chemical treatment.
A new vapor phase bio-filter will be constructed to replace the plant’s existing influent bio-tricking filter. The new bio-filter will treat the plant’s influent foul air and the gaseous H2S released at the LNWI transition structure downstream of N50. The new bio-filter is expected to have more treatment capacity and may impact upstream odor control chemical demand, most notably at N50 and possibly at the other upstream feed sites. The actual impact on Calcium Nitrate demand at this time, however, is unknown.

Regional San has interest to utilize a reduced ammonia content calcium nitrate chemical that will reduce the carbon footprint and economically offset the cost of acetic acid for the BNR process.

**Estimated Calcium Nitrate Demand**

The following table provides the historical Calcium Nitrate feed rates for summer (April through September) and winter (October through Mar).

**Table 1 – Historical Calcium Nitrate Feed Rates**

<table>
<thead>
<tr>
<th>Feed Location</th>
<th>Typical Summer Feed Rates (gal/day)</th>
<th>Typical Winter Feed Rates (gal/day)</th>
<th>Estimated Summer Liquid Sulfide Demand (lb/day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N-18 (NEF)</td>
<td>150</td>
<td>0</td>
<td>600</td>
</tr>
<tr>
<td>N-19 (APS)</td>
<td>900</td>
<td>300</td>
<td>1500</td>
</tr>
<tr>
<td>N-38 (Bradshaw)</td>
<td>350</td>
<td>150</td>
<td>330</td>
</tr>
<tr>
<td>N-50 (SRPS)*</td>
<td>1800</td>
<td>1000</td>
<td>5000</td>
</tr>
<tr>
<td>Total</td>
<td>3200</td>
<td>1450</td>
<td>7930</td>
</tr>
</tbody>
</table>

*N50 typical summer feed rate represent post NST contribution. It is estimated that at least 20% feed was reduced due to NST. Calcium nitrate feed is based on Bioxide SB usage. Bioxide SB concentration in pounds of nitrate as oxygen (NO$_3$-O) per gallon is 4.4.*
INTRODUCTION

REGIONAL SAN seeks a contract for both product and service with the most responsive and responsible vendor. The goal of this contract is to acquire the best product and service value for REGIONAL SAN.

SCOPE

REGIONAL SAN (formerly known as the Sacramento Regional County Sanitation District) is soliciting proposals for the following:

Product
The vendor shall supply the following chemical products:

- A calcium nitrate solution with low ammonia concentration as nitrate (NH\textsubscript{3}-N) less than 0.01\% of total product by weight) with at least 3.5lb of nitrate as NO\textsubscript{3}-O per gallon of solution, and
- A calcium nitrate solution with at least 3.5lb of nitrate as NO\textsubscript{3}-O per gallon with a maximum ammonia concentration of 24\% by weight as NH\textsubscript{3}-N.

The awarded vendor shall provide the unit price for calcium nitrate products offered in terms of $/gal, and lb of NO\textsubscript{3}-O/gal. Vendors can submit unit price bids on one or all of the chemicals listed in the proposal sheet. Vendor shall provide a Safety Data Sheet (SDS) for each product in the proposal sheet. The SDS shall include, but not limited to, product weight, active ingredient content as a percentage of product weight, and product safety information. Unit prices in conjunction with product performance will be evaluated by REGIONAL SAN. In addition to cost, REGIONAL SAN will consider the chemical product’s performance. A chemical product’s performance includes, but not limited to:

- Chemical storage limitations
- Product safety and handling limitations
- Impact to existing and anticipated downstream wastewater treatment processes
- Potential byproduct formation

Additionally, the vendor is to provide documentation that guarantees adequate chemical surplus to meet REGIONAL SAN’s current and future needs for a multiyear contract.

Service
The vendor shall provide the following services

- Chemical Deliveries: Chemical will be delivered to the active feed sites by the vendor. Chemical delivery driver(s) shall employ site safety practices consistent with the handling of hazardous chemicals. The chemical delivery driver shall call the Plant Control Center (PCC) at 916-875-9400 when entering and exiting the facility. The chemical delivery driver shall be responsible to notify the PCC of any reportable chemical spills (refer to the “Spill Response and Clean up” section). Chemical delivery hours to REGIONAL SAN facilities are flexible. Ideal delivery hours may vary site by site based on traffic conditions. The vendor will have the option to make a delivery before 7am to avoid traffic congestion. The vendor shall be capable of providing chemical deliveries within 3 days of being scheduled by REGIONAL San. However, the vendor
should also have the flexibility to complete an emergency chemical delivery within 24 hrs when requested by REGIONAL SAN. Delivery manifests for each delivery shall be provided to REGIONAL SAN. The vendor shall also provide the ability for REGIONAL SAN staff to periodically collect product samples during delivery to test the integrity of the product for quality control.

- Odor Control Instrumentation (vendor owned): The vendor shall install and provide regular service on H2S gas monitors to be setup at designated sites within the Interceptor System. At minimum, the vendor shall supply a continuous emission H2S monitor at each control point for every calcium nitrate injection location, and at other locations where H2S is deemed by the REGIONAL SAN as a “hot spot”. The vendor shall supply at least 14 H2S monitors at minimum, for 7 locations. A pair of H2S monitors will rotate per location year round to allow for continuous monitoring. The vendor will provide REGIONAL SAN the capability to track in real time the H2S levels from the continuous gas monitors on a web-based platform. Vendor will retain ownership of odor monitoring instrumentation after installation. REGIONAL SAN reserves right to purchase odor control instrumentation provided by vendor at a cost to be negotiated at a later date.

- Communication and Web-based Interface (vendor owned): The vendor will provide a web-based interface platform where REGIONAL SAN can view and access remotely the status and control of the chemical feed systems and H2S monitoring equipment. This includes the ability to tailor the chemical dose curve for calcium nitrate feed management via web-based platform. The web-based platform shall the user to access:
  - A listing of all chemical sites
  - For each feed site:
    - Ability to remotely start/stop metering pumps and change pump output in real time
    - Real time system status - tank level, chemical feed rates, etc.
    - Alarm and status list registry
    - Dose curve setup for the user to adjust the dose set point on a preset schedule
    - Historical data archive that allows the user to generate historical charts on tank levels, chemical dose rates and H2S monitoring instrumentation
    - Monitor H2S and temperature levels in real time from installed H2S monitoring instrumentation. Additionally, the platform can make historical trends on as needed basis

- New Chemical Feed Systems: The awarded vendor will have the capability to furnish a chemical control feed system to REGIONAL SAN on an as needed basis. The system will include new chemical pumps, flow meter, calibration column, associated valves and piping within an enclosed skid, a control panel for local and remote control access and monitoring, and a new chemical tank enclosed in a tertiary containment wall that allows for product delivery. Vendor will provide equipment maintenance on newly furnished equipment. REGIONAL SAN will own new chemical feed system upon commissioning new chemical feed system. Refer to “New Chemical Feed Equipment and Instrumentation” section

- Maintenance: The vendor shall be responsible for maintaining REGIONAL SAN and vendor furnished active calcium nitrate chemical feed systems (i.e. routine calibrations, draw chemical
draw downs, regular manufacturer recommended chemical pump maintenance, replacements and corrective maintenance). Maintenance of the chemical feed systems, including the chemical feed controller, shall be covered under a service plan based on the equipment manufacturer recommendations. Regular service maintenance on feed equipment and instrumentation shall occur at a minimum of once every two weeks. The vendor is to take full responsibility of maintaining the chemical feed systems to ensure chemical can be reliably injected as intended. The vendor shall have a local representative in the Northern California area for immediate response should emergency maintenance be required. The vendor shall comply with the following:

a. Vendor Owned Equipment/Instrumentation: All vendor owned instrumentation and/or equipment will be under the sole responsibility of the vendor to maintain. This would cover all aspect including, but not limited to; preventive and corrective maintenance, repairs, calibrations, and cleanup of chemical spills caused by equipment and/or instrumentation failure. Refer to “Spill Response and Clean up” section.

b. REGIONAL SAN Owned Equipment/Instrumentation: The vendor shall take responsibility for maintaining REGIONAL SAN’s chemical feed equipment and instrumentation at the active feed sites. The vendor would be responsible for maintaining all instrumentation and equipment, including pipe and fittings, at the active site unless otherwise noted by REGIONAL SAN. In the event a new chemical tank is purchased by REGIONAL SAN from the vendor in this contract, the vendor will be held responsible to maintain it under warranty through the duration of the contract. Ultrasonic level indicators and mechanical tank level indicators on the new tank shall be maintained by the vendor. Any tank level sensor repairs or calibrations needed shall be coordinated with REGIONAL San prior to execution. The maintenance responsibility of Regional San owned equipment/instrumentation would cover all aspects including, but not limited to; preventive and corrective maintenance, repairs, equipment replacement, calibrations, and cleanup of chemical spills caused by equipment and/or instrumentation failure that is maintained by vendor. Refer to “Spill Response and Clean up” section.

- **Field Sampling:** Field sampling is to be conducted by the vendor and coordinated by REGIONAL SAN staff. Field sampling will be conducted with the presence of a REGIONAL SAN representative at all times. When conducting field sampling, the vendor shall always employ proper personal protective equipment (PPE) and utilize a vendor provided handheld gas detector when accessing a Regional San or SASD manhole. Field sampling data, at a minimum, shall be collected downstream from each chemical injection location at least once every two weeks from inside designated manholes approved by the REGIONAL SAN. The vendor will be required to sample from at a minimum of 6 independent locations. Additional field sampling will be conducted as needed and directed by REGIONAL SAN. Field sampling is to include, but not limited to liquid sulfides, pH, temperature, and nitrate residual.

- **Deliverables (Monthly Reporting):** The vendor will provide to REGIONAL SAN a monthly report on field sampling results, the performance of REGIONAL SAN owned chemical equipment and systems status, maintenance records, and H2S levels from remote instrumentation. A separate invoice report will be provided by the vendor that summarizing the dates and locations of chemical deliveries per month. The invoice report will include a listing of bills of lading, delivered quantity and cost, and certificate of analysis for each delivery.
• Monthly Coordination Meetings/Technical Support: The vendor shall commit to meeting with REGIONAL SAN on a monthly basis for coordination and to provide technical support to REGIONAL SAN representatives as needed.

• Expert guidance and recommendations to REGIONAL SAN relevant to odor control applications on an as needed basis.

• Spill Response and Clean Up: The vendor shall be responsible for chemical spill cleanup caused by deliveries and for equipment and/or instrumentation that the vendor is responsible for maintaining. All spills related to the Vendor’s product are to be immediately reported to REGIONAL SAN. Any product that is found outside of the primary chemical system will be considered a reportable spill (this includes product captured in the secondary containment system and product that hits the ground during delivery). The vendor is subject to potential reimbursement charges from REGIONAL SAN for product loss and staff time spent on spill mitigation efforts the vendor is responsible for. Reimbursement charges include, but not limited to, fines from regulatory agencies, administrative time to coordinate with local agencies, reporting, and any REGIONAL SAN resources spent on cleanup activities. Reimbursement will be issued as a credit to REGIONAL SAN for subsequent product purchases and is set at a maximum value of $50,000 per spill event.

• Spill Response Plan – The vendor shall develop and provide a Spill Response Plan that shall include, but not limited to;
  a. Spill containment provisions and description for chemical fed system.
  b. A spill response team and notification contact list.
  c. Spill response procedures for reporting, clean up, and proper chemical disposal.
  d. Product safety material data sheet (SDS) information that prescribes the necessary proper personal protective equipment requirements for safe product handling.

• Equipment/Instrumentation Replacement(s): Vendor will be responsible to replace vendor and Regional San owned odor control equipment and instrumentation at the active feed sites due to failure or as directed and approved by REGIONAL SAN. The vendor will submit a quote on the materials and labor needed for replacement to the REGIONAL SAN for review and approval before work is commenced. New equipment installation work will be coordinated with REGIONAL SAN and may not commence until an Access Request (AR) has been approved by both parties. Any equipment demobilization will need to be coordinated to minimize potential interruption of the active odor control sites. The awarded vendor shall provide general plans and documentation specifying equipment recommended by the vendor for replacement. REGIONAL SAN reserves the right to determine when the equipment replacement will occur and may choose to indefinitely defer the equipment replacement work.

New Chemical Feed Equipment & Instrumentation

The vendor will have the capability to furnish and install chemical feed systems, in addition to the current active sites, as needed and at a location to be specified by REGIONAL SAN. All new equipment and instrumentation will be owned by Regional San upon final acceptance and commissioning. The feed system shall include all necessary equipment and instrumentation to reliably
feed product from the new location. The new feed station shall be sized with enough feed capacity to treat a sulfide load up to 900lb/day.

General plans and documentation specifying equipment recommended by the vendor should be provided in the proposal. Chemical equipment and instrumentation shall include the minimum as follows:

1. Dosing/Injection Equipment – Dosing/injection equipment shall have the capability to regulate/manage chemical feed.
   a. The dosing/injection equipment system shall include metering pumps, a control panel, and constructed to be free standing.
   b. The control panel and pumps are to be modular such that either the one can be removed independently to allow for minimum downtime for maintenance.
   c. Controls shall include at a minimum:
      i. On/Off/Auto hand switch
      ii. A pump run and fault light indicator
      iii. A PLC based controller that has the a minimum:
         1. User friendly HMI
         2. 24 discrete 1- hour set-points
         3. Dose adjustment factor
         4. Daily adjustment capability of the week
         5. Level monitoring and readout
         6. Leak detection alarms
         7. Wireless remote connection to the internet
   d. Communication and Web based Interface – The vendor shall be able to provide web based interface communication system to allow REGIONAL SAN to view status and control of equipment for adjusting chemical injection feed rates remotely.

2. Bulk Storage Tanks – The bulk storage tanks shall be double walled industrial grade to handle the type of chemical product proposed by the vendor. Chemical tanks that require unitized molded outlet fittings shall not be accepted. The outer tank will contain a drain and leak detection device connected to the control panel PLC. New storage tanks supplied by the contractor shall be sized to provide at least 3 days of storage based on the amount of chemical required to treat the anticipated dissolved sulfide loads.

3. Chemical Metering Pumps – REGIONAL SAN requires that the vendor provide reliable chemical metering pumps that minimize the risk of product spills while conveying chemical. REGIONAL SAN reserves the right to reject certain chemical metering pump types considered as unreliable or that potentially generate high risk of chemical spills. Metering pumps shall be sized based on anticipated summer peak feed rates. Adequate pump redundancy shall be provided to continuously feed product at the anticipated peak feed rate during the odor season (March to November).

4. Secondary Chemical Containment – The vendor shall provide a chemical containment system for new feed sites to contain potential chemical spills due to inadvertent releases from the feed equipment and piping. Chemical containment system requirements are (but not limited to):
a. Sized to accommodate at a minimum of 1.2 times the maximum volume of chemical tank while considering the available real estate available.
b. Setup to capture all feed piping from the storage tanks and any above ground conveyance lines.

**Special Service Requirements**
The vendor is to have the flexibility to conduct special studies upon request by REGIONAL SAN. The special studies could potentially involve analyzing wastewater for liquid phase concentrations of dissolved H2S and gaseous H2S levels within the interceptor conveyance system. The frequency of special studies is expected to not exceed twice a year, and lasting no longer than 2 weeks.
SPECIFICATIONS

1. **Contract Period:** The initial term shall be for 3 years. In order to promote efficiency and economy, REGIONAL SAN reserves the right to extend the contract period for two (2) additional one-year periods. Such extension(s) will be at REGIONAL SAN option, subject to same specifications, terms, conditions, favorable prices, and agreement between the Contractor and REGIONAL SAN.

2. **Contract Award:** REGIONAL SAN plans to award a contract to the most responsible, responsive contractors using the Evaluation and Award Matrix shown in this document.

3. **Estimated Quantities:** Quantities (or expenditures) shown are merely estimates for a typical project. REGIONAL SAN does not guarantee to purchase a minimum quantity, nor any remaining materials, tools or appliances acquired by Contractor in support of this contract.

4. **Contractor's License:** The Contractor shall possess a valid California Contractor’s License in one of the following classifications: “A” or “C42”.

5. **Standard Construction Specifications:** REGIONAL SAN Construction Specifications and the REGIONAL SAN Rehabilitation Standards and Specifications dated February 25, 2009 Version 1.00 and the provisions contained herein shall govern all work to be done under the contract. In the event of conflicting interpretations, the latter or revised specifications and/or standards shall prevail.

6. **Labor:** All workmanship shall be first class throughout and only experienced qualified journeymen shall be employed under proper capable supervision.

   Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Articles 1 and 3, eight (8) hour's labor shall constitute a legal day's work, and no worker in the employment of Contractor or any Subcontractor, doing or contracting to do any part of the work contemplated by this agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours during any one calendar week, except as provided in Section 1815 of the California Labor Code.


7. **Prevailing Wage:** Contractor shall not pay less than the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. Refer to [http://www.dir.ca.gov/dlsr/pwd/](http://www.dir.ca.gov/dlsr/pwd/)

8. **Supervision:** Contractor shall provide a competent foreman to oversee and monitor the contract work. Such person shall have the authority and commitment to act in REGIONAL SAN’s best interest.

9. **Responsibility of Contractor:** It shall be the responsibility of the Contractor to furnish all labor, supervision, travel, equipment, power, light, materials, tools and appliances necessary to perform and complete the work requested. This includes any change in conformity with the true meaning and intent of the contract drawings and specifications.
10. **Unit Prices**: Contractor hourly rates entered on the attached Vendor Price Proposal shall be the total cost to REGIONAL SAN.

11. **Minimum Order**: Contractor shall **not** be requiring a minimum order this RFP/award.

12. **Subcontracting**: Contractor may subcontract portion(s) of the work, as long as Contractor retains the bulk of the work. Any subcontracting will be solely between Contractor and its subcontractor(s). Contractor will remain responsible for all work performed under the contract, as though Contractor performed all the work. Additionally, Contractor shall remain the sole agent dealing with REGIONAL SAN.

   - *If subcontracting is proposed, proposers shall provide the requested information about subcontracting in responding to the enclosed questionnaire. Subcontracting is subject to prior approval from REGIONAL. Failure to provide the requested information may result in disqualification of your proposal.*

13. **Conformance with Codes, Laws, Regulations and Standards**: All work and materials shall be in full accordance with all applicable codes, laws, regulations and standards. These include: National Electrical Code, State Fire Marshal, Title 24 of the California Administrative Code, Uniform Building Codes, and Uniform Plumbing Code published by the Eastern Plumbing Officials Association.

14. **Responsibility for Accuracy**: The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which the Contractor shall be responsible.

15. **Cost Estimates**: Contractor shall provide written cost estimates for any type work not contained in the Vendor Price Schedule. Cost estimates shall be provided at no charge. Contractor shall not start the work prior to receiving a work order from REGIONAL SAN representative and any required permit.

16. **Underground Service Alert Checks**: It will be the responsibility of the Contractor to check with the Underground Service Alert people prior to doing any digging.

17. **Hazardous Material Detected**: If Contractor detects any structural material that may be hazardous as defined in the California Health and Safety Code Section 25117, Contractor shall promptly notify the County representative listed on the work order before the site is disturbed.

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

19. **Public Convenience**: The Contractor shall conduct operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater amount of work than can be executed properly with due regard to the rights of the public. The Contractor shall provide temporary access to all business establishments and pedestrian walkways as required by REGIONAL SAN.

   The Contractor shall not close or obstruct any portion of any highway, road, or other property without proper permits.
20. **Barricades:** The Contractor shall furnish and setup barricades as required.

21. **Hazards:** Hazards such as standing water, ropes tied to tree limbs, excavations and unsecured material (such as wood, metal, etc.) shall be immediately remedied by the Contractor.

22. **Protection of Property and Environment:** 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 Contractor’s personnel or equipment shall be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be solely the responsibility of Contractor.

Contractor shall be environmentally responsible. Any spills or releases of hazardous wastes occurring while under Contractor’s control and possession, which are not caused by the negligence or willful misconduct of REGIONAL SAN, shall be solely the responsibility of Contractor.

23. **Time Limits:** All Purchase Orders given out are to be completed within thirty (30) days from the date of assignment (weather conditions considered). The Contractor shall notify REGIONAL SAN within 72 hours upon completion of the work.

24. **Extensions of Time Limits:** Extensions of time limits may be granted upon:

   a. Changes in the work ordered by REGIONAL SAN, insofar that these changes require additional time in which to complete the work;
   b. Prevention by REGIONAL SAN of the Contractor from commencing or prosecuting the work because of acts of others, aside from Contractor’s subcontractors; and,
   c. Change of conditions at job site - differing from those indicated in the work order, or differing materially from those ordinarily encountered as inherent in the work.

Extensions of time limits shall specifically not include:

   a. Any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor;
   b. Any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor the completion of the job within the time specified;
   c. Any reasonable delay resulting from time required by REGIONAL SAN for review of plans and submittals required of Contractor and for the making of surveys, measurements and inspections.

25. **Liquidated Damages:** Failure to complete the work by the completion or extension date shall subject Contractor to liquidated damages as follows:

In the event Contractor fails to complete the work by the completion or extension date, the parties to the contract shall agree that REGIONAL SAN will sustain damages. Further, since it is extremely difficult to determine actual damages that may be sustained by REGIONAL SAN, it shall be agreed that the amount of liquidated damages to be paid by Contractor to REGIONAL SAN would be project specific
for each calendar day behind schedule, until the work is completed. Such amount shall be the actual cash value agreed upon as the loss to REGIONAL SAN resulting from Contractor's default.

26. **Payment of Damages:** In the event Contractor shall become liable for liquidated damages, REGIONAL SAN, in addition to all other remedies provided by law, shall have the right to withhold any and all payments from which would otherwise be or become due to Contractor until liability of Contractor is finally determined. REGIONAL SAN shall have the right to use and apply such payments, in whole or in part, to reimburse REGIONAL SAN for all liquidated damages due or to become due to REGIONAL SAN. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by REGIONAL SAN is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to REGIONAL SAN until all such liabilities are satisfied in full. No failure by REGIONAL SAN to withhold any payment as specified shall in any manner be construed to constitute a waiver to any right to liquidated damages or any right to any such sum.

27. **General Liability of Contractor:** Except as otherwise noted, Contractor shall do all work and furnish all labor, supervision, equipment, power, light, tools and materials necessary to properly perform and complete the work in the time and manner required. The mention of any specific duty or liability of Contractor shall not be construed as limitation or restriction of any general liability or duty of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation only.

28. **Guarantee:** Except for ordinary wear and tear and unusual abuse or neglect, Contractor shall guarantee all work executed by him/her and all materials and devices attached to the work, or otherwise delivered to REGIONAL SAN as part of the work pursuant to the contract, to be absolutely free of all defects in workmanship and materials for a period of one (1) year from date of acceptance by REGIONAL SAN. Contractor shall agree to repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may be proven defective in workmanship or material within the one year period from the date of acceptance without expense whatsoever to REGIONAL SAN.

In the event that the Contractor fails to comply with the above mentioned conditions within ten (10) days time after being notified of the defect in writing, REGIONAL SAN shall have the right, whether or not it constitutes an actual immediate hazard to health or safety, to have the defect immediately repaired at the expense of the Contractor. It shall be at REGIONAL SAN's sole discretion to have the defect permanently or temporarily repaired.

29. **Inspection of Services:** All services, including labor, facilities, equipment and materials furnished or utilized in the performance of services shall be subject to inspection and test by REGIONAL SAN to the extent practicable, at all times and places during the term of the contract. All inspections by REGIONAL SAN shall be made in such a manner as not to unduly delay the work.

REGIONAL SAN may require inspections of any Contractor owned or operated facility for purposes of insuring compliance with contract specifications, terms and conditions.

If REGIONAL SAN determines that services performed are not in conformity with contract specifications, terms and conditions, REGIONAL SAN shall have the right to:
a. Require Contractor to take immediate steps to perform the services in conformity with contract specifications, terms and conditions; and/or

b. Make monetary deductions to reflect the reduced value of services performed.

**30. Cleaning up:** Throughout the construction period, the Contractor shall keep the site of the work in a presentable condition and dispose of any surplus materials. Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

**31. Disposal and Salvage:** All materials removed shall become the property of the Contractor, unless otherwise designated by the facility representative. All materials removed shall be disposed of or salvaged by the Contractor.

**32. Time of Completion:** Time is of the essence on this contract. The Contractor shall complete all work called for under the contract within the time set forth by the parties.

**33. Contractor Shall Assume Risks:** Until the completion and final acceptance by REGIONAL SAN, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, including vandalism, to any or all portions of the work, except as otherwise stipulated.

**34. Dismissal of Unsatisfactory Employees:** If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the REGIONAL SAN representative, or is, in the opinion of REGIONAL SAN 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 REGIONAL SAN representative.

**35. Retention for Imperfect Work:** If any portion of the work done or materials furnished under the contract shall prove defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the facility representative shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but the facility representative shall make such deductions therefore in the payment due or to become due the Contractor as may be just and reasonable.

**36. Final Inspection:** The Contractor shall notify the facility representative of the completion of the work, and the facility representative shall promptly inspect the work. The Contractor or the Contractor's representative may be present at the final inspection.

**37. Payment:** Payment is made in arrears (30 days) to the Contractor after final inspection and acceptance of the work. The Contractor will be compensated in full (amount of estimate) for furnishing all labor,
supervision, equipment, power, light, tools and materials, and for successfully carrying out and completing all the work according to schedule, plans and applicable codes.

38. **Indemnification**: The Proposer shall agree to the following express indemnity:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Regional San and the County of Sacramento, their respective 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 thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party.

This indemnity shall not be limited to the types and amounts of insurance maintained by the Proposer.

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

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

39. **SCERS POST RETIREMENT EMPLOYMENT POLICY**

A. Any employee of, or contractor retained by, CONTRACTOR who is retired from Sacramento County service is subject to SCERS Post Retirement Employment Policy and must adhere to limitations on post-retirement service, including a 180-day waiting period before working for the County or REGIONAL SAN/SASD and a 960-hour per calendar year cap when working for the County or REGIONAL SAN/SASD.

B. Upon execution of this Agreement, CONTRACTOR shall report to REGIONAL SAN/SASD in writing, the names of current and future employees who will provide services under this Agreement, that are retired from Sacramento County employment.

C. CONTRACTOR must report to REGIONAL SAN/SASD in writing on a semi-annual basis (January 5th and July 5th of each calendar year), the names of employees retired from Sacramento County employment providing services under this Agreement, and hours those employees have worked during the applicable reporting period. CONTRACTOR shall submit reports to SDASCERSReporting@sacsewer.com.

D. CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.
TERMS AND CONDITIONS

Valid Offer: Proposals received are an irrevocable offer and shall be valid for one hundred and twenty (120) days following the closing date for receipt of proposals.

Changes to Proposal: REGIONAL SAN retains the right to negotiate changes in a proposal by any offer or, and/or to reject any or all proposals if none of the submittals are responsive to REGIONAL SAN’s needs.

Public Record: All proposals become the property of REGIONAL SAN. Accepted proposals and subsequent award(s) become public records. Proprietary information 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, various job sites.

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

Health and Safety: 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 California Department of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

Work on REGIONAL SAN Premises: Except for those risks inherent in the contracted work, REGIONAL SAN agrees to provide Contractor and its employees a safe working environment for any work that must be undertaken on premises owned or leased by REGIONAL SAN. While Contractor's employees are on REGIONAL SAN's premises, Contractor shall maintain strict work discipline that affects its work in compliance with governmental laws and occupational health and safety regulations.

Standards of Conduct: 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. Contractor and staff shall always be courteous, cooperative and professional toward REGIONAL SAN representatives and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of REGIONAL SAN.

Correspondence: Contractor or his/her designated officer shall respond to all inquiries and complaints expeditiously and in a professional manner. Correspondence shall be made on the Contractor’s official stationary.

Termination upon Unsatisfactory Performance: Whenever, in the opinion of REGIONAL SAN, the said service is not satisfactory, Contractor shall be advised of the reasons in writing. If Contractor fails to immediately correct the unsatisfactory condition(s), REGIONAL SAN may declare the contract in default, terminate the contract, and contract with another. Notwithstanding any provision to the contrary,
REGIONAL SAN shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract period. If Contractor fails to perform the services pursuant to the contract, Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

**Right to Terminate:** Either party may terminate the contract, without cause, by notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least sixty (60) calendar days after receipt of notice by the non-terminating party. Notwithstanding, Contractor shall remain obligated to provide goods pursuant to the contract and REGIONAL SAN shall remain obligated to pay compensation for the goods ordered prior to the effective date of such termination.

**Force Majeure:** Contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase if hindered or prevented by fire, strikes, or acts of God.

**Recycling:** REGIONAL SAN in recognition of concerns for the depletion of natural resources, dwindling landfill space, and the ecological effect of wastes in the environment, encourages the use of recycled, recyclable and reusable products and materials. Hence, consideration will be given for product(s) that contain recycled material or have the potential of being recycled, if the availability, fitness, quality, purpose and price of the recycled product(s) is otherwise equal to or better than, virgin products.

**Changes:** Should REGIONAL SAN request any deviations, additions or deletions of items specified on the contract, it shall be at liberty to do so. Such alterations shall not nullify the contract, but shall be added or be deducted from the agreed amount, as the case may be, by a fair and reasonable valuation, and upon the mutual agreement of the parties.

**Subcontracting:** Performance of work may not be subcontracted except upon consent of REGIONAL SAN; and, no such subcontracting will be permitted if it would relieve the original contractor or his surety of their responsibilities under the contract.

**Non-recognition of Subcontractors:** No subcontractor will be recognized as such, and all persons engaged in the work under the contract will be considered as employees of the contractor, and their work shall be subject to all provisions of the contract. REGIONAL SAN and its representatives will deal only with the contractor, who shall be responsible for the proper execution of the work.

**Drug-free Workplace:** In submitting a Request for Quotation/Bid/Proposal, Contractor certifies that its place of business provides a drug-free workplace and has:

1. Published a “Drug-free Workplace: statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Contractor’s workplace and specified the actions that will be taken against employees for violations of such prohibition.

2. Established a Drug-free Awareness Program to inform employees about:
   a. The dangers of drug and alcohol abuse in the workplace.
   b. The Contractor’s policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.

3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Contractor’s “Drug-free Workplace” statement.

**Non-appropriation:** The contract will be subject to annual appropriation by the Board of Directors. Should the Board fail to appropriate funds for this contract, it will be terminated when existing funding is exhausted.

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

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

**Unrestricted Quantities:** REGIONAL SAN is not limited to purchase all of its requirements from any contract resulting from this RFP/award.

**Contractor not an Agent:** Except as REGIONAL SAN may specify in writing, contractor shall have no authority, express or implied, to act on behalf of REGIONAL SAN in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to the contract to bind REGIONAL SAN to any obligation whatsoever.

**Compliance with all Laws and Jurisdiction:** Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws. The laws of the State of California, the State in which this contract was executed, shall govern the interpretation and enforcement of this contract. The parties agree to submit any disputes arising under this contract to a court of competent jurisdiction located in Sacramento, California.

**In Writing:** Oral communications with REGIONAL SAN employees about this Request for Quotation/Bid/Proposal shall not be binding on REGIONAL SAN, and shall not excuse Contractor from any obligation set forth herein. No modifications or amendment to the Request for Quotation/Bid/Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the issuing buyer.

**Integration Clause:** This contract constitutes the entire contract between REGIONAL SAN and Contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between REGIONAL SAN and 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.
Evaluation and Award Matrix

The evaluation team will consist of representatives from REGIONAL SAN. Proposers who do not submit a complete RFP will be disqualified.

<table>
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<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemical Product Cost</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Annual Service</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Chemical Feed Equipment / Instrumentation</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Experience and Expertise</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Total Score</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

Successful proposers will be the top proposers with the highest total score for each Scope of Work. The top proposers will be considered. The successful proposal will be the proposal with the highest combined total score from the above table.
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 REGIONAL SAN. REGIONAL SAN is not required to make any deductions or withholdings from the compensation payable to contractor under the contract; and, as an independent contractor, contractor hereby indemnifies and holds REGIONAL SAN harmless from any and all claims that may be made against REGIONAL SAN based upon any contention by any third party that an employer-employee relationship exists due to the contract.

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 REGIONAL SAN 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 the contract, 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 REGIONAL SAN, neither the contractor nor contractor's assigned personnel shall have any entitlement as a REGIONAL SAN employee, right to act on behalf of REGIONAL SAN in any capacity whatsoever as agent, nor to bind REGIONAL SAN 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 contract.

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.
REGIONAL SAN INSURANCE REQUIREMENTS

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

1. Verification of Coverage
   CONTRACTOR shall furnish REGIONAL SAN with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. REGIONAL SAN’S Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of REGIONAL SAN and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by REGIONAL SAN before performance commences. REGIONAL SAN reserves the right to require that CONTRACTOR provide complete, copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance
   Coverage shall be at least as broad as:

   GENERAL LIABILITY: Insurance Services Office’s Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without either additional exclusions or limitations, unless approved by REGIONAL SAN’S Risk Manager.

   AUTOMOBILE LIABILITY: Insurance Services Office’s Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol “1” (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned. The Contractor’s commercial automobile policy shall be specifically endorsed to include coverage for the transportation of pollutants and/or hazardous materials.

   WORKERS’ COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

   UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial
General Liability, Commercial Automobile Liability, Employers’ Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

CONTRACTOR’S POLLUTION LIABILITY: Insurance which includes coverage arising out of the handling, remediation, cleanup or transport of hazardous materials or hazardous wastes.

3. **Minimum Limits of Insurance**
CONTRACTOR shall maintain limits no less than:

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

- **General Aggregate:** $3,000,000
- **Products Comp/Op Aggregate:** $3,000,000
- **Personal & Adv. Injury:** $1,000,000
- **Each Occurrence:** $3,000,000

**Automobile Liability:**
- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, $3,000,000 Combined Single Limit, including coverage for the transportation of pollutants and/or hazardous materials.
- b. Personal Lines Automobile Liability for Individually owned vehicles, $250,000 per person, $500,000 each accident, $100,000 property damage.

**Workers' Compensation:** Statutory.

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

**Contractor’s Pollution Liability:** $3,000,000 per claim or occurrence and aggregate

4. **Deductibles and Self-Insured Retention**
Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and accepted by REGIONAL SAN.

5. **Other Insurance Provisions**
The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

6. **All Policies:**
   a. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. REGIONAL SAN’S Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of REGIONAL SAN and the general public are
adequately protected.

b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages in place at all times and provide REGIONAL SAN with evidence of each policy’s renewal within ten (10) days after its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

7. Commercial General Liability, Contractor’s Pollution Liability and Commercial Automobile Liability:
   a. ADDITIONAL INSURED STATUS: REGIONAL SAN and the COUNTY OF SACRAMENTO and their governing Boards, officers, directors, officials, employees, and volunteers and agents (each an “Additional Insured Party,” and collectively “Additional Insured Parties”), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.

   b. PRIMARY INSURANCE: For any claims related to this agreement, CONTRACTOR’S insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONTRACTOR’S insurance and shall not contribute with it.

   c. SEVERABILITY OF INTEREST: CONTRACTOR’S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   d. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR’S subcontractor.

8. Workers’ Compensation:
   WORKERS’ COMPENSATION WAIVER OF SUBROGATION: The workers’ compensation policy required hereunder shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against the Additional Insured Parties, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers’ compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the Additional Insured Parties.

9. Property

   PROPERTY AND INLAND MARINE WAIVER OF SUBROGATION: Any Property or Inland Marine insurance policies (such as are used to insure contractors’ equipment) maintained by
CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the Additional Insured Parties.

10. Notification of Claim
If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR’S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect REGIONAL SAN, CONTRACTOR shall give prompt and timely notice thereof to REGIONAL SAN. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.
VENDOR QUESTIONNAIRE

General: Respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualifying proposal must address all items. Incomplete proposals may be rejected.

Format: Your response to this Vendor Questionnaire shall be organized and submitted in the format prescribed below in order to facilitate the comparison of proposals. For example, if you are replying to 1.f., indicate 1.f. next to that reply, etc.

1. Company profile: Your company profile shall include the following information:
   a. Founding date (month and year)
   b. Company size – staff and client base (i.e., local, regional, statewide, etc.)
   c. Company’s vision and mission statements
   d. Products and/or services provided
   e. Location of the office from which the work will be provided and the staff allocation at that office.
   f. Number of Projects – Include the number of projects completed during the past two years.
   g. Organization Chart – Include an organization chart of your company’s management structure, tracing field operations personnel to the vice president level.
   h. Identify the project manager and include his or her e-mail address, telephone, fax, and cellular number.
   i. Identify key facilities and equipment that your company has to support the proposed agreement.
   j. List your company’s professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your submittal.

2. References: List three or more clients (governmental entities preferred) with whom your firm has provided odor control chemical systems and services to. For each of these references, include the organization name, mailing address, and contact person’s name, telephone number and e-mail address.

3. Work plan:
   a. Outline of proposed methodologies that will be employed to accomplish the work.
   b. Indicate whether or not your company will be subcontracting portion(s) of the work. If so, indicate the portion of work that will be subcontracted. A subcontractor does not need to be named in this proposal but it should be described how a subcontractor would be chosen.
   c. Describe how the interaction between your company and REGIONAL SAN will take place to ensure that the work is performed and reported in an accurate and timely manner.
   d. Describe your company’s approach to quality assurance.
   e. Describe your company’s approach to resolving problems that may be encountered in the field.
4. **Employment Practices:**
   a. Equal Opportunity Employer: REGIONAL SAN requires an equal opportunity employer. Please provide a summary of your company’s employment policy.
   b. Prevailing Wage and Benefits: Will all assigned employees be paid the total hourly rate to include the basic hourly rate, health and welfare, pension, vacation and holiday, and training per the General Wage Determination made by the Director of Industrial Relations, for the crafts as set forth herein? If not, please explain.
   c. Training and Safety Programs: Discuss your company’s training and safety programs and frequency of training.

5. **Business License:** Include a copy of your company’s current business license(s) with your proposal submittal.

6. **California Contractor’s License:** Include a copy of your firm’s current California Contractor’s License with your proposal submittal.

7. **Certificate of insurance:** The contractor must have insurance meeting the minimum insurance requirements set forth herein (see *Insurance Requirements for Contractors*). Please sign, date and return the attached Proposer’s Statement Regarding Insurance Coverage. Actual certificate of insurance and endorsement naming REGIONAL SAN as additional insured must be furnished to the issuing buyer within fourteen (14) days after notification of award.

8. **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. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in the proposal.
CONTRACTOR LICENSE CERTIFICATION

Pursuant to the Business and Professions Code of the State of California, Section 7030:

“Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, Mailing Address: P.O. Box 26000, Sacramento, California 95826.”

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor’s License Law of the State of California, and the number of said license is __________________________, and the classification of said license is __________________________, and the said license expires ______________ _____.

________________________________________________
Company Name

________________________________________________
Business Address

By: ____________________________________________
Authorized Signature

________________________________________________
Type or Print Name

________________________________________________
Title

Dated: _________________________

Corporate Seal

If Contractor is a Corporation

State of Incorporation:
PROPOSER'S STATEMENT
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.8370 CALCULUM NITRATE AND SERVICES CONTRACT. 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 REGIONAL SAN 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
**VENDOR PRICE PROPOSAL**
(Required of all proposers)

Note: Information identified in the proposal schedule is for the purpose of evaluating proposals.

**ENTER VENDOR NAME HERE**

**VENDOR QUOTES**

**FOR CHEMICAL PRODUCT UNIT COST ONLY** please provide the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>Chemical Product Only (Excludes service and equipment)</th>
<th>(Column 1)</th>
<th>(Column 2)</th>
<th>(Column 3)</th>
<th>(Column 4)</th>
<th>(Column 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Price per Gallon of product, ($/gal)</td>
<td>Pound of Nitrate as Oxygen per Gallon of product, (lbs. of NO₃-O/gal)</td>
<td>Amount of Ammonia as Nitate by weight, (% by weight)</td>
<td>Price per lbs. of NO₃-O, ($/lb) *</td>
<td>Estimated Annual Chemical Cost, ($) **</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Calcium Nitrate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Product Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>_____________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Calcium Nitrate (Reduced Ammonia Content)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Product Name</td>
<td></td>
<td></td>
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<td></td>
<td>_____________</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Column 4: Price per pound of Nitrate = Price per gallon (Column 1) / Pound of Nitrate as Oxygen (Column 2).
** Column 5: Estimated Annual Chemical Cost = Price per pound of NO₃-O (Column 4) x 3,700,000 lbs. of NO₃-O annual estimated demand

Note: The vendor is required to enter pricing for a calcium nitrate with ammonia and calcium nitrate with reduced ammonia content per specifications highlighted under the scope of work section. Failure to complete both entries will result in an automatic disqualification.

**Assumptions:**

- Product cost estimate excludes service and equipment
- Vendor will provide bids for all of the chemical products listed in item one. Vendor shall provide a Safety Data Sheet (SDS) sheet for each product that is included in the proposal sheet. SDS shall include, but not limited to, product weight, minimum active ingredient content as a percentage by product weight, and product safety information.
- Estimated annual NO₃-O demand is based on estimated annual H₂S treated.
FOR VENDOR EQUIPMENT SCOPE OF WORK please provide the following:

Provide an estimate for new equipment at REGIONAL SAN’s Active Sites.

<table>
<thead>
<tr>
<th>Item</th>
<th>NEW Feed Station – Chemical Tanks, Dosing/Injection Equipment, Control System, Conveyance Piping, Web Communication, Containment, Pumps. Feed system is to treat a maximum of 900lb of H2S/day. (Excludes chemical and service)</th>
<th>Implementation Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>New Feed Station</td>
<td>__________</td>
</tr>
</tbody>
</table>

Assumptions:
- The New Feed Station is an optional feed site proposed by REGIONAL SAN at a location to be determined.

FOR ANNUAL SERVICE COMPONENT please provide the following:

Provide an estimated cost of service for active sites. Service cost excludes costs for product and equipment:

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Service Cost for Chemical Delivers, Maintenance of Chemical Equipment, Field Sampling, Technical Support, Spill Response, Deliverables, and Maintaining Communication and Web base Interface. (Excludes chemical product and equipment)</th>
<th>Annual Service Cost, ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>N19 – Arden Pump Station</td>
<td>__________</td>
</tr>
<tr>
<td></td>
<td>N50 – South River Pump Station</td>
<td>__________</td>
</tr>
<tr>
<td></td>
<td>N18 – Northeast Facility</td>
<td>__________</td>
</tr>
<tr>
<td></td>
<td>N38 – Bradshaw Solar Power System</td>
<td>__________</td>
</tr>
<tr>
<td></td>
<td>New Feed Station</td>
<td>__________</td>
</tr>
</tbody>
</table>

Assumptions:
- Service cost for chemical delivers, maintenance of chemical equipment, routine field sampling, technical support, spill response, deliverables, and maintenance of communication and web base interface as specified in the RFP scope of work.
- Excludes chemical product, equipment and special service costs.
FOR SPECIAL SERVICE COMPONENT please provide the following:

Provide an estimated cost for special services. Special service cost exclude costs for product and equipment. Special services will be exercised as optional by REGIONAL SAN:

<table>
<thead>
<tr>
<th>Item</th>
<th><strong>Optional</strong> Special Service Cost for Special Studies</th>
<th>Cost, ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Special Services</td>
<td></td>
</tr>
</tbody>
</table>

Assumptions:

- Special service costs for special studies as specified in the RFP scope of work.
- Excludes costs for service, equipment, and product costs.
PERFORMANCE BOND
ANNUALLY RENEWABLE

BOND NO. __________

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the Sacramento Regional County Sanitation District, a political subdivision of the State of California, hereinafter designated as the "Obligee," has, on __________ awarded to ____________________________, hereinafter designated as the "Principal," a contract for RFP#8370 Calcium Nitrate and Services Contract and;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE, the Principal, and ____________________________ as Surety, are held and firmly bound unto the Obligee, in the penal sum of ____________________________, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its offices and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

PROVIDED, HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following express condition: Notwithstanding the provisions of the Contract, the term of this bond shall apply from __________, ______, until __________, ______, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all
continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this __________ day of __________________, 2020, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature for Surety

Title of Signatory

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)
INSTRUCTION FOR PERFORMANCE BOND

The successful Proposer shall be required to execute through a corporate surety the Performance Bond included herein. The successful Proposer and surety shall be held and firmly bound unto Regional San in the penal sum equal to 100% of the total Contract amount. The entire cost of the bond shall be borne by the successful Contractor.

The successful Proposer agrees to execute and have notarized the Labor and Material Bond and deliver to Regional San within ten (10) working days after notice of intent to award the contract.

<table>
<thead>
<tr>
<th>Firm Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Printed Name</td>
</tr>
</tbody>
</table>