

**REQUEST FOR PROPOSAL****This Is Not An Order - Make A Copy For Your File - Return Original**

**SACRAMENTO REGIONAL COUNTY  
SANITATION DISTRICT (REGIONAL SAN)  
8521 Laguna Station Road  
Elk Grove, CA 95758**

Issue Date

**March 15, 2021**

Proposal Number

**RFP#8387**S  
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Return your Proposal in envelope, sealed and clearly marked on outside with Proposal number and date shown below to:

**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT****8521 LAGUNA STATION ROAD****ELK GROVE, CA 95758-9550****ATTN: RFP No. 8387****Proposals must be received at REGIONAL SAN Reception and logged in prior to the date and time indicated. Proposals will not be accepted after 3:00 p.m. PST on:****April 1, 2021**

For Additional Information Contact

Issuing Officer:

**Tamblynn Stewart**

PHONE:

**(916) 875-9014****Delivery Requirement**

State Normal Delivery

**Merchandise for Delivery To:**

Sacramento Regional Wastewater Treatment Plant  
8521 Laguna Station Road  
Elk Grove, CA 95758

**Note: District will coordinate with awarded supplier on delivery location when shipments are ordered.****FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE**

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

Firm Name	Terms of Sale NET 30
Signature	F.O.B. Point Destination
Printed Name	Shipping Date _____ / ARO
Federal Tax ID Number	Estimated Day of Arrival at Destination /After Shipment
Date	E-Mail:
Telephone:	Fax:

**Activated Carbon for Odor Control**

## NOTICE TO SUPPLIERS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San) invites sealed Proposals for Activated Carbon for Odor Control.

Sealed proposals for RFP 8387 to provide and deliver:  
Activated Carbon  
for Sacramento Regional County Sanitation District (Regional San)

Proposals will be received at:  
Sacramento Regional County Sanitation District (Regional San)  
8521 Laguna Station Road  
Elk Grove, CA 95758,  
by 3:00 p.m. PST on **April 1, 2021**

Any proposer who wishes its proposal to be considered is responsible for making certain that its proposal is actually delivered to the District Office. Proposer envelope must clearly list Vendor name and return address. Envelopes that do not list Vendor name and address will not be opened. The Vendor shall provide evidence that they or their subcontractor is properly licensed (Class A or B General) in accordance with the Contractors' Licenses Law; Business and Professional Code of the State of California.

Proposal shall be addressed to:  
Sacramento Regional County Sanitation District  
Contract and Purchasing Services  
8521 Laguna Station Road  
Elk Grove, Ca. 95758  
Attn: RFP 8387

Proposers 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 VENDOR/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 proposing contractor to post and maintain a copy of said wages' determinations at the project site throughout the duration of the work.

Regional San hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations of beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy as set forth hereunder.

Regional San reserves the right to reject any or all proposals and waive any irregularity in proposals received.

**KEY ACTION DATES**

RFP Issued: March 15, 2021

Question Deadline: March 24, 2021

Proposal Due Date: April 1, 2021

Intent to Award: April 8, 2021

Insurance Due: April 14, 2021

Contract Award: April 16, 2021

## **CONTENTS & RESPONSE PAGE**

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### **Information provided in this proposal:**

- Cover Page (page 1)
- Notice to Suppliers
- Key Action Dates
- Contents & Response Page
- Introduction
- Proposal Inquiries
- Technical Specifications
- Special Conditions
- Cost Response Page
- Evaluation and Award Matrix
- General Terms and Conditions
- Invoicing
- Regional San Insurance Requirements
- Proposer's Statement Regarding Insurance Coverage
- Supplier Questionnaire
- Customer References
- Exception Response Page
- Non-Collusion Declaration

**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
- Cost Response Page
- Supplier Questionnaire
- Technical specification sheet for product
- Safety Data Sheet for product
- Certificate of Analysis with lab test reports showing product meets technical specifications
- Proposer's Statement Regarding Insurance Coverage
- Customer References
- Exception Response Page
- Non-Collusion Declaration
- Three (3) 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.

## INTRODUCTION

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**Invitation** – The Sacramento Regional County Sanitation District (Regional San), invites Responses which offer to provide the goods and/or services identified on the Cover Sheet.

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

**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 District organization, including, as the context will indicate:

*District* - Sacramento Regional County Sanitation District

*Regional San* - Sacramento Regional County Sanitation District

*SRWTP* - Sacramento Regional Wastewater Treatment Plant

**You/Your** are terms which 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 which may provide the subject goods and/or services

*Proposer* - A business entity submitting a Response to this request for proposal. 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* - The Proposer who’s Response to this RFP is found by Purchasing to meet the needs of Regional San. Contractor will be selected for award, and will enter into a contract for provision of the goods and/or 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.).

**Request For Proposal (RFP)** - This entire document, including attachments.

**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 Supplier(s) with respect to requirements stated within this RFP or resulting contractual obligations.

**RFP Clarification** - Questions regarding this RFP should be directed in writing to the Issuing Officer specified on the Cover Sheet. Answers, citing the question, but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers. Oral answers provided by Regional San or its agents shall not be binding.

**RFP Amendment** - If it becomes evident that this RFP must be amended, we will issue a formal written amendment to all known prospective Proposers.

**Proposer Response and 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 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 raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

**Award** - Award will be made to the Proposer whose offer provides the greatest value to Regional San from the standpoint of suitability to purpose, quality, service, previous experience, price, life cycle cost, ability to deliver, or for any other reason deemed to be in the best interest of Regional San. The price sheet for the supplier includes multiple pricing options. Regional San may choose to proceed with multiple contracts if there is reason to believe it provides more assurance of activated carbon supply. How Regional San proceeds with one or multiple contracts will be up to Regional San management based on evaluation of the proposals and the cost. The result will not be determined by price alone. However, price does matter, and we will be seeking the least costly outcome that meets our needs as we interpret them. Regional San staff may conduct a site visit to evaluate product quality.

**Proposal Term**- Regional San desires to award a contract for purchase of activated carbon at fixed cost for three (3) years with the option of two (2) one- year extensions. Any extension shall be at Regional San’s option, subject to the same specifications, terms and conditions, and agreement between Regional San and the Vendor. The fixed cost for activated carbon will be the total cost bid price submitted by the successful vendor that shall include all mill assessments, manufacturing costs, fees, excise taxes, and transportation charges less California State Sales tax.

**Proposal Execution** - This RFP and the Supplier’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth.

**Protests** - After receipt of the District’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 the District. 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.

**Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising the Purchase Order, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Proposer’s Response (as it may be clarified);
- 3) the provisions of the RFP (as it may be supplemented).
- 4) the provisions of the County Standard Specifications.

**Claims** - Claims for \$375,000 or less shall be in accordance with Section 20104 of the Public Contract Code.

**Issuing Officer** - The issuing officer and mailing address to send Proposals, question, and all other correspondence concerning this RFP is:

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

**Supplier Examination of this RFP/Questions** - Suppliers shall examine carefully the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the system needs through discussion and visits with Regional San. If Suppliers discover an ambiguity, conflict, discrepancy, omission or other errors in the RFP, they shall immediately notify the Issuing Officer of such error in writing and request modification of the document. Modifications shall be made by addenda.

Suppliers requiring clarification of the intent or content of this RFP or on procedural matters regarding the proposal process may request clarification by contacting Tamblynn Stewart at [stewartt@sacsewer.com](mailto:stewartt@sacsewer.com)

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

Supplier proposals shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind.

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.

The proposal must be signed by an individual who is authorized to bind the proposing 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. All unsigned Proposals shall be rejected.

**ACCEPTANCE AND REJECTION OF PROPOSALS** - The District Purchasing Manager reserves the right:

- To reject any or all Proposals, or any part thereof;
- To waive any informality in the Proposal;
- To accept the Proposal that is in the best interest of Regional San.

**Exceptions Or Deviations:** All exceptions or deviations to this proposal shall be listed on the attached “exception response page”. If no exceptions or deviations are listed it will be understood that the proposal response meets all requirements as listed.

**The District’s decision shall be final.**

## **PROPOSAL INQUIRIES**

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Questions regarding this proposal should be referred to:

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT  
Purchasing & Material Support  
8521 Laguna Station Rd.  
Elk Grove, CA 95758

Attn: Tamblynn Stewart  
Sr. Contract Services Officer  
(916) 875-9014  
[stewartt@sacsewer.com](mailto:stewartt@sacsewer.com)

Questions regarding specifications shall be referred to:

Alex Wilder  
(916) 875-9218  
[wildera@sacsewer.com](mailto:wildera@sacsewer.com)

These inquiries are to be submitted by March 24, 2021. Any interpretations by the District will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

Note: The District will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope by 3:00PM on April 1, 2021. Refer to instructions on the cover page.



## **TECHNICAL SPECIFICATIONS**

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### **ACTIVATED CARBON SPECIFICATIONS, INTENDED USE, AND SPECIAL CONDITIONS**

#### Carbon Specs

The contractor must supply new (virgin) activated carbon media of a singular type that meets or exceeds the below specifications. The activated carbon is intended for H<sub>2</sub>S removal in vapor phase applications. Product must be delivered to the Sacramento Regional Wastewater Treatment Plant at 8521 Laguna Station Road, Elk Grove CA, 95758.

- Activated Carbon Type:
  - Treated Lignite or Treated Bituminous Coal.
  - Additive-Entrained, Activated or Virgin.
  - Non-impregnated and Non-catalytic.
  - Non-regenerative and Non-washable.
  - Non-hazardous and Non-corrosive.
  - Granular or Pelletized.
- High Adsorption Capacity: 0.2-0.3 g/cc
- Efficiency: Minimum 90% H<sub>2</sub>S removal (see loading rates in reference table below)
- Density: 24-34 lb/ft<sup>3</sup>
- Pressure Drop: Maximum 10 inches water column total (see flow rates in reference table below)
- Butane Activity: Minimum 26
- Hardness: Minimum 85
- Moisture: Maximum 13%
- The substrate of carbon media must be steam activated with high macro-pore and meso-pore surface area without any additives or post activation impregnates – no caustics, bases, metal oxides or other chemical compounds are allowed.
- The substrate of carbon media must be hydrophilic and effective in gas streams with relative humidity ranging from 30 to 100% without substrate destruction or leaching.
- If mesh size of 4x8, it shall have maximum 10% greater than 4 mesh, and maximum 5% less than 8 mesh.
- Uses the following ASTM Methods: D2854, D2867, D3467 or D5742, D3802, D6646

In addition, the contractor must supply the following information.

- Product technical specification sheet with pressure drop curve for the supplied media
- Safety Data Sheet (SDS)
- Certificate of Analysis with lab test reports for above stated ASTM standards showing product meets technical specifications

Reference Table

<b>Site</b>	<b>Bed Depth (ft)</b>	<b>Velocity per bed (ft/min)</b>	<b>Estimated H2S Loading (ppm)</b>
N50	3.0	57.5	6.8
N27	2.5	40.0	1.5
N12	2.1	16.7	1.8
N28	2.1	33.3	13.9
N29	3.0	70.8	0.4
N31	2.1	108.3	0
N51	3.0	52.5	1.8
S33	2.1	13.6	0.1
N19	2.1	29.2	3
N20	2.1	33.3	1.5
N52	3	75.8	0.5

Regional San’s anticipated annual carbon usage is approximately 800 cubic feet. This quantity is only an estimate used for evaluating proposer’s ability to meet demands and get pricing estimates and will not be guaranteed. Actual annual usage will vary over the life of the contract as Regional San’s needs change. Although in-advance purchases will be made on a yearly basis, Regional San may require additional purchases as-needed to cover unanticipated needs.

## **SPECIAL CONDITIONS**

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**Protection of Property and Environment:** Contractor shall take every precaution to protect all public and private property during the performance of this Agreement. Any damage to existing facility or property caused by Contractor's personnel or equipment shall or will 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.

**Delivery Requirements:** Suppliers that intend to utilize the services of a third party hauling company for product delivery are responsible for ensuring that the hauler they have selected can and will deliver their product to Regional San. Failure to provide this assurance and submit an affidavit may be cause for rejecting their proposal. Delivery date of product must be coordinated with Regional San in advance. The Supplier must notify Regional San of any delivery delays or other issues at least 24 hours in advance of the scheduled delivery. Upon delivery, the Supplier is responsible for offloading the product into a location specified by Regional San staff.

**Safety Requirements:** The Supplier, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal and Occupational Safety and Health Act (OSHA) safety standards.

**Competency of Suppliers:** Before any contract is awarded, the Supplier may be required to furnish a complete statement of financial ability and experience in performing the proposed services. In accordance with the provisions of the California Business and Professions Code and other regulations, the Supplier must have and maintain current any and all necessary licenses or certificates.

**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.

### Cost Response Page

All costs except California State Sales tax for the purchase of Activated Carbon must be included in the amount shown below on this Form, including any and all mill assessments, fees, excise taxes, transportation charges, certificate of analysis, etc. Any exceptions to the cost must be noted under specific deviations on the agreements. Proposers should submit proposed costs in cost/cubic feet.

The cost of all transportation, labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein and shall remain fixed for the duration of the contract term.

Regional San reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the unit price bid.

Regional San future reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal or the proposing procedure, and to delete any items of work in the award of contract.

Item #	Description	Estimated Quantity (3 years)	Units	Unit Price (\$/unit)	Total Based on Estimated Quantity (Dollars)
1	Activated Carbon Media	2,400	Cubic Feet		\$
2	Delivery (FOB Destination)	1	LT		\$
Total Amount:					\$

**Evaluation and Award Matrix**

The evaluation team will consist of District representatives. Proposals will be evaluated in two phases, as follows:

**Phase 1:** In phase 1, proposals will be examined as to whether or not proposers understood and responded in accordance with the proper completion and submittal of required proposal documents

**Phase 2:** In Phase 2, proposals that were not disqualified in Phase 1 will be evaluated and scored using the table below.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Score</b>
<b>Activated Carbon Product Cost</b>	40	_____
<b>Product Technical Specification</b>	40	_____
<b>Vendor References</b>	10	_____
<b>Vendor Questionnaire</b>	10	_____
<b>Total Score</b>	<b>100</b>	_____

The successful proposal will be the proposal with the highest combined total scores

## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

**Safety Data Sheet:** It is required by law that all hazardous materials be accompanied with a “safety data sheet” (SDS) at time of delivery.

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

**Standards of conduct:** The Supplier shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. In addition, the Supplier and crew shall always be courteous, cooperative, and professional toward Regional San representative 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.

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

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

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

**Termination upon Unsatisfactory Performance:** Whenever, in the opinion of Regional San, the said service is not satisfactory, Supplier shall be advised of the reasons in writing. If Supplier 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 Supplier more than two (2) notices of unsatisfactory performance during the contract period. If Supplier fails to perform the services pursuant to the contract, Supplier and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

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

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

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

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

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

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

**Dismissal of unsatisfactory employees:** If any person employed by the Supplier or any Subcontractor fails or refuses to carry out the directions of the Regional San representative, or is, in the opinion of the 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 the Regional San representative.

**Drug-free Workplace:** In submitting a Request for Quotation/Bid/Proposal, Supplier 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 Supplier’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 Supplier’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 Supplier’s “Drug-free Workplace” statement.

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

**Indemnification:**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Sacramento Regional Sanitation District, 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, except to the extent caused by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor’s Subcontractors.

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 the Agreement.



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

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

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

**Compliance with all Laws and Jurisdiction:** Supplier 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.

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

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

**Damages:** In the event Supplier fails to make scheduled deliveries previously agreed upon by both Supplier and Regional San of activated carbon media, Regional San will sustain damages. Damages to include but are not limited to; additional cost of delivered activated carbon from alternate or noncontract Supplier, including delivery charges. Additional costs incurred by Supplier shall be paid by Supplier and the delivered activated carbon shall be invoiced to Regional San at the contracted price. 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 damages to be paid by Supplier to Regional San would be specific for each calendar day until the deliveries are restored. Such amount shall be the actual cash value agreed upon as the loss to Regional San resulting from Supplier's default.

**Payment of Damages:** In the event Supplier shall become liable for damages, Regional San, in addition to all other remedies provided by law, shall withhold any and all payments from which would otherwise be due to Supplier determined. If the sum retained by Regional San is not sufficient to discharge all such liabilities of Supplier, Supplier 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 damages or any right to any such sum.

**Integration:** This contract constitutes the entire contract between Regional San and the Supplier regarding the subject matter of the contract. Any prior agreements, whether oral or written, between Regional San and the Supplier

regarding the subject matter of this contract are hereby-terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing and is signed by the parties hereto.

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

**Insufficient Information:** If a Supplier submits insufficient information within the proposal, such that Regional San is unable to properly evaluate the proposal, Regional San has the right to require additional information, as it may deem necessary after the time set for receipt of proposals.

**Contract Negotiations:** Regional San reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposal.

**Audits and Records:** Upon Regional San’s request, Regional San or its designee shall have the right at reasonable times and intervals to audit, at Supplier’s premises, Supplier’s appropriate records as Regional San deems necessary to determine Supplier’s compliance with legal and contractual requirements and the correctness of claims submitted by Supplier. Supplier shall maintain such records for a period of four years following termination of Agreement, and shall make them available for copying upon Regional San’s request at Regional San’s expense.

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

**Independent Contractor:**

1. It is understood and agreed that Supplier (including Supplier’s employees) is an Independent Contractor and that no relationship of employer-employee exists between the parties hereto. Supplier’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 Supplier under the provisions of this agreement; and as an Independent Contractor, Supplier 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 this agreement.
2. It is further understood and agreed by the parties hereto that Supplier 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 Supplier for accomplishing the results.
3. If, in the performance of this agreement, Supplier employs any third persons, such person shall be entirely and exclusively under the direction, supervision, and control of Supplier. 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 Supplier.

4. It is further understood and agreed that as an Independent Contractor and not an employee of Regional San, neither the Supplier nor Supplier'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 Supplier must issue W-2 and 941 Forms for income and employment tax purposes, for all of Supplier's assigned personnel under the terms and conditions of this agreement.

**Responsibility of Independent Contractor:**

1. Supplier 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 Supplier, on account of the persons employed by Supplier.

**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 5<sup>th</sup> and July 5<sup>th</sup> 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](mailto:SDASCERSReporting@sacsewer.com).
- D. CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

## INVOICING

For orders placed by Regional San, e-mail a PDF copy to [SRCSDfiscal@sacsewer.com](mailto:SRCSDfiscal@sacsewer.com)  
Or mail a hardcopy to the address below:

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT  
8521 LAGUNA STATION RD  
ELK GROVE, CA 95758  
Attn: Accounts Payable

- Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; contract shipping order (CSO) number; quantities; item descriptions, unit prices and extensions; sales/use tax; and an invoice total.
- Before supplying any goods or services to the Regional San, the supplier must obtain a CSO number from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in either verbal or form. For a CSO to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number must be referenced on all documents related to the order (packing slips, invoices, etc.). Failure to obtain a CSO and reference its number may result in the delay or non-payment of the invoice.
- Invoices shall be rendered in arrears.
- Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
- In the State of California, government agencies are not allowed to pay excess interest and late charges. Per Government Codes, Section 926.10, interest shall be entitled commencing the 61<sup>st</sup> day and shall be 6 percent per annum.

## 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 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.

**POLLUTION LIABILITY:** Pollution Liability Coverage or Environmental Insurance which provides coverage for liability arising from the sudden and accidental release of pollution including cleanup costs.

**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:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

Commercial Automobile Liability:

- a. Corporate/Business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit, including coverage for the transportation of pollutants and/or hazardous materials.

Workers' Compensation: Statutory.

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

Pollution or Environmental Liability: \$2,000,000 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 REGIONAL SAN 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.

- c. If Pollution Liability coverage is written on a claims made form, the following provisions apply:
- (1) The “Retro Date” must be shown and must be on or before the date of the Contract or beginning of the work.
  - (2) Contractor shall maintain the required Pollution policy at not less than the required minimum limits, for not less than one (1) year after Final Acceptance of the work.
  - (3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the Contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of one (1) year after Final Acceptance of work.

**7. Commercial General Liability, Contractor’s Pollution Liability and Commercial Automobile Liability:**

- a. **ADDITIONAL INSURED STATUS:** REGIONAL SAN and the COUNTY OF SACRAMENTO, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (“The 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. Any available insurance proceeds in excess of the specified minimum coverage and limits shall be available 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 REGIONAL SAN and the COUNTY OF SACRAMENTO, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents. Any insurance or self-insurance maintained by REGIONAL SAN and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents 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 REGIONAL SAN and the COUNTY OF SACRAMENTO, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, 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 REGIONAL SAN and the COUNTY OF their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

**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.



**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. 8387 Activated Carbon for Odor Control. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the Subcontractors, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the work specified.

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Name of Proposer (Person, Firm, or Corporation)

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Signature of Proposer’s Authorized Representative

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Name & Title of Authorized Representative

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Date of Signing

**SUPPLIER QUESTIONNAIRE**  
(Required of Proposers)

General: Respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements are not considered a direct reply to the information requested and will not be accepted as such. 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. Firm size – staff and client base (i.e., local, regional, statewide, etc.)
  - c. Firm’s vision and mission statements
  - d. Products and/or services provided
  - e. Location of the office from which the products will be provided and the staff allocation at that office.
  - f. Number of accounts – Include the number of accounts managed or supported during the past 12 months in the Region or State.
  - g. Organization Chart – Include an organization chart of your firm’s management structure, tracing field operations personnel to your firm’s vice president level.
  - h. Identify the project manager and include his or her e-mail address, telephone, fax, and cellular numbers.
  - i. Identify key facilities and equipment that your firm has to support the proposed agreement.
2. References: List three or more clients (governmental entities preferred) who have obtained comparable products and volumes from your firm. For each of these references include the e-mail.
3. Business License: Include a copy of your firm’s current business license(s) with your proposal submittal.
4. Industry Affiliations and Accreditation: List your firm’s professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your submittal.
5. Certificate of Insurance: 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 Statement Regarding Insurance Coverage. Actual certificate of insurance and a separate endorsement naming the District as additional insured must be furnished to the Issuing Officer within fourteen (14) days after notification of award.

The Proposer shall agree to the following express indemnity:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Sacramento Regional Sanitation District, Sacramento Area Sewer District, the County, 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.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor’s Subcontractors.

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.

6. 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.
7. Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the firm, or alternately, warrant that no such condition is known to exist.
8. A five-year history beginning January 1, 2008 of any accidents or violations of Federal, State and local laws incurred by the Proposer in any business operations in California. Include the citing agency and resolution of each violation.
9. The Proposer may be required before the award of any contract to show to the complete satisfaction of the District that it has the necessary licenses, permits, equipment, facilities, experience, ability, capacity, skill and financial resources to provide the services specified herein in a satisfactory manner. The Proposer may be required to give a past history and references in order to satisfy the District in regard to the Proposer’s qualifications. The District may make such investigation as it deems necessary to determine the ability of a Proposer to furnish the required services, and the Proposer will furnish to the District all such information and data for this purpose as the District may request. The District also reserves the right to conduct a background inquiry of each

Proposer, which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the District, the Proposer consents to any such inquiries and investigations and agrees to make available to the District such books and records as the District deems necessary to conduct the inquiry.

10. In connection with its evaluation, the District may, at its option, invite one or more Proposers to make an oral presentation to the District. During these interviews, the Proposers will be allowed to present such evidence as may be appropriate in order that the District can correctly analyze all materials and documentation submitted as a part of the proposals.

11. Financial Statements:

a) Provide a banking reference.

b) Provide a credit rating and name the rating service.

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

\_\_\_\_\_  
Signature of Proposer Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

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

**CUSTOMER REFERENCES**

To Be Submitted with Proposal

Three customer references are required.

R-1

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

R-2

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

R-3

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

**EXCEPTION RESPONSE PAGE**

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

Page	Paragraph	Exception

## NONCOLLUSION DECLARATION

To Be Submitted with Proposal

The undersigned declares:

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

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

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

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

Signature \_\_\_\_\_