

REQUEST FOR PROPOSAL

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT 8521 Laguna Station Rd Elk Grove, CA 95758		Issue Date	May 10, 2022	
		Bid Number	RFP No. 8422	
S U P P L I E R			Return your proposal in an envelope, sealed and clearly marked on outside with bid number and date shown below to: Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758 Attn: RFP No. 8422 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: <p style="text-align: center; font-size: 1.2em;">June 7, 2022</p>	
			For Additional Information Contact	
			Issuing Officer	Robert Salinas
			Phone	(916) 875-9013
Delivery Requirement: State Normal Delivery		Merchandise Delivery To: Sacramento Regional County Sanitation District 8521 Laguna Station Road Sacramento, CA 95758		

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

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

Firm Name	Terms of Sale
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:

Bottled Gas Service for Regional San Laboratory:

This Request for Proposal (RFP) is for the selection of a qualified bottled gas service provider for the purchase and delivery of bottled gases in accordance with the instructions, specifications and terms and conditions attached hereto. Regional San (Sacramento Regional County Sanitation District) is soliciting a request for proposal to establish an annual supplier(s) for bottled gas service for the Regional San laboratory. The goal of this contract is to provide the best value to Regional San. The contract period is three (3) years with the option

Sacramento Regional County Sanitation District
RFP No. 8422 Bottled Gas Service for Regional San Laboratory

of two (2) additional years at the discretion of Regional San. **A mandatory site visit will be required by all potential vendors to ask questions regarding this RFP.**

NOTICE TO SUPPLIERS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San) invites sealed proposals for the purchase and delivery of bottled gases to Regional San laboratory located at 8521 Laguna Station Road, Elk Grove, CA 95758. Qualified bottled gas suppliers must have at least (5) five years of experience providing laboratory bottled gas service.

Proposals will be received at:

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

Until June 7, 2022 by 3:00p.m.

To be publicly opened and declared aloud by Regional San representatives. Any Supplier(s) who wishes its proposal to be considered is responsible for making certain that its proposal is delivered.

Proposal shall be addressed to:

Sacramento Regional County Sanitation District
Purchasing & Material Support
8521 Laguna Station Road
Elk Grove, CA 95758
Attn: RFP No. 8422

MANDATORY PREPROPOSAL MEETING— All prospective suppliers are required to attend the mandatory preproposal meeting. Proposals from any supplier unable to attend the preproposal meeting will be rejected. The pre bid meeting will begin at 10:00 am on May 23, 2022 at Sacramento Regional Wastewater Treatment Plant, located at 8521 Laguna Station Rd., Elk Grove CA 95758.

Pre proposal attendees must email Robert Salinas at salinasr@sacsewer.com with attendee names no later than 24 hours prior to the meeting. This information is required to provide access at the Sacramento Regional Wastewater Treatment Plant's security gate.

County Sanitation District (Regional San) hereby notifies all proposers that it will affirmatively ensure 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.

INTRODUCTION

INVITATION - Regional San invites Responses which offer to provide the services identified on the Cover Sheet.

DEFINITIONS - We intend to express our expectations clearly, and they are to be legally interpreted in Regional San's favor.

WE/US/OUR are terms which refer to the 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

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 bottled gas service.

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 - The Proposer(s) who's Response to this RFP is evaluated as meeting the needs of Regional San Supplier(s) will be selected for award, and will enter into a contract(s) for provision of the product 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.

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 to the Issuing Officer specified below. Answers citing the question, but not identifying the supplier(s), will be distributed simultaneously to all known prospective proposers via email. Oral answers provided by Regional San, or its agents shall not be binding.

DEADLINE FOR BID SUBMITTAL – June 7, 2022 by 3:00pm

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 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 supplier(s), 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.

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.

COMPLETENESS - Proposal 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.

FALSE/MISLEADING STATEMENTS - Proposal which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the Regional San such information was intended to mislead the 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.

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

AWARD – Regional San will award to the contactor(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 the Regional San to be in the best interest of Regional San. Thus, the result will not be determined by price alone.

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

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 Supplier(s) Response (as it may be clarified);
- 3) The provisions of the RFP (as it may be supplemented).

The Regional San's decision shall be final.

Sacramento Regional County Sanitation District
RFP No. 8422 Bottled Gas Service for Regional San Laboratory

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

Issuing Officer:

Robert Salinas
Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9014
salinasr@sacsewer.com

Regional San Technical Contact:

Amy Saylor
Water Quality Laboratory Supervisor
Sacramento Regional County Sanitation District
saylora@sacsewer.com

These inquiries are to be submitted by May 31, 2022. Any interpretations by the Regional San 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.

Information provided in this proposal:

- Cover Page (page 1)
- Notice to Suppliers
- Introduction
- General Conditions
- Key Action Dates
- Scope of Work
- Terms and Conditions
- District Insurance Requirements
- Regarding Insurance Coverage
- Evaluation and Award Matrix
- Cost Response Pages
- Vendor Questionnaire
- Exception Response Page
- Customer References
- 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
- Regarding Insurance Coverage
- Cost Response Page
- Vendor Questionnaire
- Exception Response Pages
- Customer References
- Non Collusion Declaration
- Three (3) copies of proposal and mark the original as the “Original” or “Master Copy”

Note: The 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 the 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 the 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. **HOLD HARMLESS:** The vendor shall hold the 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 the Regional San or himself because of the unauthorized use of such articles.
4. **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 the Regional San. Prices paid by the 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 the Regional San Purchasing Manager.
5. **RIGHT TO AUDIT:** The 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.
6. **ASSIGNMENT:** (a) This award is not assignable by supplier either in whole or in part, without the prior written approval of the Regional San Purchasing Manager of the Regional San. (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.
7. **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.
8. **F.E.T. EXEMPTION:** Regional San is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
9. **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.

10. **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.
11. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the Regional San without written notice of acceptance thereof prior to shipment.
12. **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.
13. **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.
14. **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 deduction, 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 District Purchasing Manager.
15. **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.
16. **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.

KEY ACTION DATES

RFP Issued: May 10, 2022

Mandatory Pre-Proposal Meeting May 23, 2022 at 10:00 am

Question Deadline: June 1, 2022

Proposal Due Date: June 7, 2022

Intent to Award: June 21, 2022

Insurance Due: June 28, 2022

Contract Award: July 5, 2022

SCOPE OF WORK

The purpose for this proposal is to establish an annual supplier(s) for bottled gas service for the Regional San Laboratory. The goal of this contract is to provide the best value to Regional San. The contract period is three (3) years with the option of two (2) additional years at the discretion of Regional San. It is hereby agreed and understood that the supplier(s) will be required to provide shipments of items on an “as needed” basis throughout the term of the contract. Regional San estimates the annual funding for bottled gas service ranges from \$35,000 to \$40,000 for the current level of service.

Procurement for bottled gas service will be ordered on an as needed basis. The list of commonly purchased bottles gasses are provided in the Cost Response Page(s).

Service Location and Access

Regional San Laboratory is located at the address below:
Sacramento Regional Wastewater Treatment Plant (SRWTP)
8521 Laguna Station Road
Elk Grove, CA 95758

Access to the laboratory will be available Monday to Friday from 7am to 2:30 pm during normal business hours. SRWTP is a secured facility and requires suppliers to attend pre-requisite safety training prior to the contract start date.

Suppliers(s) shall be located within 50-100 miles for same day service if needed.

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: The 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 the Regional San's needs.

Public Record: All proposals become the property of the 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: 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.

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

Health and Safety: 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 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 supplier and its employees a safe working environment for any work that must be undertaken on premises owned or leased by Regional San. While Supplier's employees are on Regional San's premises, Supplier 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. Supplier 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 the Regional San.

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

Termination upon Unsatisfactory Performance: Whenever, in the opinion of the 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.

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, Supplier 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: Supplier 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: The 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.

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 supplier 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 supplier, and their work shall be subject to all provisions of the contract. The Regional San and its representatives will deal only with the supplier, who shall be responsible for the proper execution of the work.

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.

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

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

Supplier not an Agent: Except as the 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 the contract to bind the 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.

Government Standards and Requirements: All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), the National Electric Code (NEC), as well as standards and requirements established by Regional San.

In Writing: Oral communications with Regional San employees about this Request for Quotation/Bid/Proposal shall not be binding on the Regional San, and shall not excuse Supplier 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 Supplier regarding the subject matter of the contract. Any prior agreements, whether oral or written, between Regional San and 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.

DISTRICT 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. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'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 DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provide certificates.** DISTRICT 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 DISTRICT and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT 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 DISTRICT 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.

POLLUTION LIABILITY: Bodily injury and property damage coverage for pollution incidents and clean up costs.

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.

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

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Pollution Liability: \$2,000,000 per accident.

Workers' Compensation: Statutory.

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

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 approved by DISTRICT.

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**. DISTRICT 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 DISTRICT 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 DISTRICT with evidence of each policy's renewal no later than 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 and/or Commercial Automobile Liability:

- a. **ADDITIONAL INSURED STATUS:** Sacramento Regional County Sanitation District and the County, its governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an “Additional Insured Party,” and collectively “Additional Insured Parties”), are to be endorsed 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 Sacramento Regional County Sanitation District and the County of Sacramento, their 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 Sacramento Regional County Sanitation District and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

9. 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 DISTRICT, CONTRACTOR shall give prompt and timely notice thereof to DISTRICT. 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.

10. INDEMNITY:

Proposers are expected to agree to the following indemnity:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Sacramento Regional County Sanitation District and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”) including cost of defense, settlement, arbitration, and

Sacramento Regional County Sanitation District
RFP No. 8422 Bottled Gas Service for Regional San Laboratory

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 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.

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. 8422 Bottled Gas Service for Regional San Laboratory. 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 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

Evaluation and Award Matrix

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

Phase 1: In phase 1, proposals will be examined as to whether proposers understood and responded with 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.

Evaluation Criteria	Maximum Points	Score
<u>Cost</u> <ul style="list-style-type: none"> • Pricing • Rental fees • Delivery fees • Other charges and fees 	45	_____
<u>Qualifications</u> <ul style="list-style-type: none"> • Company Profile • Experience • Facility/Staffing • Operating Hours 	15	_____
<u>Customer Service</u> <ul style="list-style-type: none"> • Work Performance Plan • Ease of ordering • Delivery TAT • Services offered (i.e. Gas hookup, manifold inspections, etc.) • References 	20	_____
<u>Quality of response</u> <ul style="list-style-type: none"> • Adherence to RFP specification • Completeness of answers to questionnaire 	10	_____
Total score	100	_____

Successful supplier(s) will be the top supplier(s) with the highest total score from phase 2.

COST RESPONSE

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

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

Item Description	Grade	CGA No.	D.O.T. Specification	Unit	Price
Liquid Argon, 180 L Dewar, 350 psi	Ultra High Purity, $\geq 99.999\%$	-	4L292	1	
Liquid Nitrogen, 180 L Dewar, 350 psi	Ultra High Purity, $\geq 99.999\%$	-	4L292	1	
Nitrogen, High Pressure Tall Tank (Size 300)	Ultra High Purity, $\geq 99.999\%$	580	3AA2400	1	
Helium, High Pressure Tall Tank (Size 300)	Ultra High Purity, $\geq 99.999\%$	580	3AA2400	1	
Helium, High Pressure (Size 80)	Research Grade, $\geq 99.9999\%$	580	3AA2015	1	
5% Methane in 95% Argon, High Pressure Tall Tank (Size 200)	Ultra High Purity, $\geq 99.999\%$	350	3AA2265	1	
Hydrogen, High Pressure (Size 80)	Research Grade, $\geq 99.9999\%$	350	3AA2015	1	
Certified Standard Mixture- 38% Carbon Dioxide, 2% nitrogen and 60% methane, High Pressure (Size 200)	Certified Standard Mixture ($\pm 2\%$)	350	3AL2015	1	
Air, High Pressure Tall Tank (Size 200)	Ultra Zero Grade	590	3AA2265	1	
Oxygen	Welding Grade	540	3AA2265	1	

COST RESPONSE, Cont

Fees and Other Charges	Cost	Frequency (i.e. per delivery, daily, monthly, etc.)
Delivery/Shipping Charge		
Charge to pick-up empty Dewars/cylinders		
Hazardous Material Charge		
Fuel Surcharge		
Energy Surcharge		
Rental Charges- Dewars		
Rental Charges- Tall Tanks		
Charge for Tank/Dewar Hook-up		
Charge for Annual Inspection of Regional San's gas manifold (check for leaks, operation, o-rings, etc.)		
Other Fees and Services (list below):		

Estimated Annual Use*

Item Description	Grade	Estimated Quantity
Liquid Argon, 180 L Dewar, 350 psi	Ultra High Purity, $\geq 99.999\%$	35
Liquid Nitrogen, 180 L Dewar, 350 psi	Ultra High Purity, $\geq 99.999\%$	40
Nitrogen, High Pressure Tall Tank (Size 300)	Ultra High Purity, $\geq 99.999\%$	15
Helium, High Pressure Tall Tank (Size 300)	Ultra High Purity, $\geq 99.999\%$	40
Helium, High Pressure (Size 80)	Research Grade, $\geq 99.9999\%$	1
5% Methane in 95% Argon, High Pressure Tall Tank (Size 200)	Ultra High Purity, $\geq 99.999\%$	11
Hydrogen, High Pressure (Size 80)	Research Grade, $\geq 99.9999\%$	1
Certified Standard Mixture- 38% Carbon Dioxide, 2% nitrogen and 60% methane, High Pressure (Size 200)	Certified Standard Mixture ($\pm 2\%$)	2
Air, High Pressure Tall Tank (Size 200)	Ultra Zero Grade	4
Oxygen	Welding Grade	52

*Provided for informational purposes

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. Location of the office that would provide bottled gas service to the Regional San Laboratory and the staff allocation at that office.
 - e. What are your operating hours?
 - f. Number of laboratory customers located within 50 miles of Elk Grove, CA
 - g. Identify key facilities and equipment that your company has to support the proposed agreement.
 - h. List your company’s professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your submittal.
2. References (see *Customer References*): Provide contact information for at least 3 laboratory customers located within 50 miles of Elk Grove, CA with whom your firm has provided bottled gas service. For each of these references, include the company name, mailing address, and contact person’s name, telephone number and e-mail address.
3. Work Performance Plan:
 - a. Describe how the interaction between your company and Regional San will take place to ensure that bottled gas delivery is accurate and timely.
 - b. Describe the process for ordering bottles gases from your company.
 - c. How soon will gases be delivered once an order is placed?
 - d. During bottled gas delivery, will your company disconnect and hook-up tanks from Regional San’s gas manifold?
 - e. Describe additional services your company offers.
 - f. Describe the process for obtaining Certificates of Analysis (COAs) and Certificates of Quality for gases ordered from your company.
 - g. Training and Safety Programs: Discuss your company’s training and safety programs and frequency of training.
 - h. Describe your company’s approach to quality assurance.
4. Employment Practices:
 - a. 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.
5. Business License: Include a copy of your company’s current business license(s) with your proposal submittal.

Sacramento Regional County Sanitation District
RFP No. 8422 Bottled Gas Service for Regional San Laboratory

6. 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 officer within fourteen (14) days after notification of award.

EXCEPTION RESPONSE PAGE

PROPOSAL ITEM	REQUIREMENT DESCRIPTION	EXCEPTION or DEVIATION

CUSTOMER REFERENCES

Provide contact information for at least 3 laboratory customers located within 50 miles of Elk Grove, CA

Company Name	
Address	
Contact Person	
Phone Number	
Email Address	
Company Name	
Address	
Contact Person	
Phone Number	
Email Address	
Company Name	
Address	
Contact Person	
Phone Number	
Email Address	
Company Name	
Address	
Contact Person	
Phone Number	
Email Address	

NONCOLLUSION DECLARATION

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 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 bidding. 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, proposal 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 _____