

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

Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758		Issue Date	May 24, 2022
		Bid Number	RFP No. 8420
V E N D O R	Return your Bid in envelope, sealed and clearly marked on outside with Bid number and date shown above to: <p style="text-align: center;"> Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758 </p> Bids must be received and logged in prior to the date and time indicated. Bids will not be accepted after 3:00 P.M. on: <p style="text-align: center;">June 27, 2022</p>		
	For Additional Information Contact		
	BUYER:	Robert J. Salinas	
	PHONE:	916 875-9014	
Delivery Requirement State Normal Delivery		Merchandise or Service for Delivery To: Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758	

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

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

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:	

Laboratory Analysis Testing Services

Sacramento Regional County Sanitation District
RFP No. 8420 Laboratory Analysis Testing Services

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (RegionalSan) invites sealed proposals from qualified and State certified Laboratories to provide sample analysis as specified in this Request for Proposals. These services will be performed on the behalf of the Sacramento Regional County Sanitation District.

Sealed proposals for Request for Proposals No. 8420 to provide Laboratory Analysis Testing Services will be received at:

Sacramento Regional County Sanitation District
Purchasing & Material Support
8521 Laguna Station Road
Elk Grove, CA 95758
By 3:00pm on June 27, 2022.

Any Proposer who wishes its proposal to be considered is responsible for making certain that its proposal is actually delivered to the aforementioned Purchasing Office. Proposals shall be addressed to:

Sacramento Regional County Sanitation District
Purchasing & Material Support
8521 Laguna Station Road,
Elk Grove, CA. 95758
ATTN: Robert J. Salinas – RFP No. 8420

The District Purchasing Manager reserves the right to reject any or all proposals and waive any irregularity in proposals received.

Robert J. Salinas
Contract Service Officer II
salinasr@sacsewer.com

KEY ACTION DATES

RFP Issuing Date	May 24, 2022
Questions Deadline:	June 8, 2022
Proposal Due Date	June 27, 2022 by 3PM
Intent to Award Notification	July 12, 2022
Contract(s) Begins	July 25, 2022

RFP Contents

<p>Information provided in this proposal:</p> <ul style="list-style-type: none"> • Cover Page (Page 1) • Notice to Contractors • Key Action Dates • RFP Contents • Introduction • Specifications • Invoicing • Evaluation Criteria • Testing Cost Response • Other Service Costs • Laboratory Certification and Proficiency • Scope of Services • Appendix A – Volatile Analyte List • Subcontractors • Exception Response Page • District Insurance Requirements • General Terms and Conditions • Standard Terms and Conditions 	<p>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.</p> <ul style="list-style-type: none"> • Cover Page with authorized signature • Testing Cost Response – Ex. A • Other Service Costs – Ex. B • Laboratory Certification and Proficiency Documents - Ex. C. • Scope of Services – Ex. D. • Subcontractors – Ex. E. • Exception Response Page – Ex. F. • Three (3) copies of proposal and mark the original as the “Original” or “Master Copy”
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INTRODUCTION

INVITATION – The Sacramento Regional County Sanitation District (RegionalSan) Purchasing & Materials Support, 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 the Sacramento Regional County Sanitation District (RegionalSan) is 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 (SRCSD) (RegionalSan)

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 Vendor will have different obligations than “you” as a Bidder 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.

Vendor /Contractor - The Proposer whose response to this RFP is found by Purchasing to meet the needs of the District. Vendor will be selected for award, and will enter into a contract for provision of the goods and/or services described in the RFP.

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.

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.

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’s 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.

AWARD – Award will be made to the proposer that proposes the best value to the District. The award may result in multiple contracts for routine laboratory testing services.

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

RFP Opening - On the date and time and at the location specified on the Cover Sheet, all responses will be opened in public and each respondent identified. An "Intent to Award" notice will be sent to all respondents identifying the firm(s) which submitted the successful proposal(s).

Protests: 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 4:00 p.m. on the 3rd business day shall be accepted.**

If any District 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 Contract, they will be resolved by giving precedence in the following order:

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

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

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

VENDOR EXAMINATION OF THIS RFP/QUESTIONS - Vendor 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 the District.

If Vendors 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.

Vendors requiring clarification of the intent or content of this RFP or on procedural matters regarding the proposal process may request clarification by contacting the Issuing Officer identified above.

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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. Vendor proposals shall be completed in all respects as indicated. A bid 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 the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the bid shall be rejected.

The bid 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 the District. An unsigned Proposal shall be rejected.

CASH DISCOUNT TERMS - For purposes of evaluation and award only, terms of less than 30 days will be considered as "NET" 30.

SAFETY REQUIREMENTS - All services and merchandise must comply with current California State Division of Industrial Safety Orders and O.S.H.A.

TERMINATION - Any contract resulting from this request may be terminated by the District upon 30 days advance notice in writing.

CONTRACT TERM - In order to take advantage of potential economics resulting from price stabilization and reduced administrative costs, the District reserves the right to extend this contract four additional twelve month periods. Such extensions will be at the District's option; under the same prices, terms and conditions, and will be subject to agreement between the vendor and the District.

ACCEPTANCE AND REJECTION OF PROPOSALS - The District 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 the District.

The District's decision shall be final.

SPECIFICATIONS

I. Background/Overview

The Sacramento Regional County Sanitation District (RegionalSan) owns and operates the Sacramento Regional Wastewater Treatment Plant (SRWTP) located north of Elk Grove in the southern part of Sacramento County. In addition, it also owns and operates the wastewater treatment facilities for the cities of Courtland and Walnut Grove. The SRWTP provides secondary treatment by means of carbonaceous oxidation using pure oxygen. SRWTP is a permitted facility required to conduct chemical, physical, and biological testing on its waste water. Most of this testing is performed at the RegionalSan Environmental Laboratory located at the SRWTP site. Environmental testing for other county agencies is also performed at the RegionalSan Environmental Laboratory.

The District wishes to receive contract cost proposals for analytical testing required to identify and quantify agents present in wastewater, drinking water, groundwater, bio solids and solids (e.g. soil, paint).

II. Scope of Services

The purpose for this proposal is to award a one year contract for laboratory services with RegionalSan and the option for extending the contract for the second through fifth years pending results of an annual performance review/assessment. The District estimates the annual funding for the outsourcing of routine analytical work to range from \$20,000 to \$200,000 for various analytical parameters.

Sample and shipping containers will be provided by the Sanitation District Environmental Laboratory (RegionalSanEL), however, the RegionalSanEL may request that the bidder supply containers as requested, therefore, please spell out cost of containers as optional in Exhibit B, Item 8. Any shipping costs will be the responsibility of the contract holder. Test unit pricing costs are to include any such shipping costs.

The scope and costs of services we wish from your response includes the following:

- A. **Cost of Services:** Provide detailed costs for testing as described in Exhibit A.
- B. **Work Plan:** Develop and describe a work plan which is subject to the following conditions:
 - The lab must maintain its Environmental Laboratory Accreditation program (ELAP) certification from California State Water Resources Control Board. If such certification is not maintained the RegionalSanEL or designee must be notified immediately. Any reported testing conducted by the laboratory that is not State of California certified will not be compensated.
 - The contract laboratory will be held liable for any fines and/or criminal charges resulting from loss of required certification.
 - All analytical procedures must be conducted in accordance with methods as mentioned in this RFP.
 - Include copy of State of California (ELAP) certification and the list of fields of Accreditation.

- Any changes to the supplied work plan must be requested in writing and approved by the RegionalSanEL Laboratory Manager

C. **Backup Contingency Plan:** Describe steps your firm will take to ensure District environmental laboratory analytical work will be done in accordance with approved testing methods in the event your firm is not able to perform the testing directly at the time the services might be needed.

D. **Professional and Miscellaneous Service Costs (e.g. Other Service Costs – Exhibit B)**

- Professional consultation
- Expert witness
- Travel
- Report preparation
- Special research (indicate the hourly rate(s) for the professional scientist and support staff that may be assigned to the project)
- Administrative costs for sub-contracted or miscellaneous work.
- Any additional non analytical costs (e.g. sample containers, electronic reporting charge, charges for “rush” turnaround for lab results, staff time to assist for site visit/audit if requested, and providing documentation such as raw data sheets, MDL studies and standards logs).

III. Contract Duration

Any contract resulting from this RFP shall be for a one-year period commencing with contract award. RegionalSan reserves the right to extend any resulting contract(s) for up to four additional one-year terms. Renewals for the second through fifth years will be per mutual agreement between RegionalSan and the Vendor.

IV. Format and Content

In your response please provide the following:

- A. Costs for all tests as listed in Exhibit A and B, and completion of Exhibits B, C, D, E, and F.
- B. A brief summary of your firm’s background and organization.
- C. A statement of your firm’s capabilities, qualifications and experience for performing the subject services.
- D. A summary of your firms experience and past performance with similar projects. Briefly describe the projects, the function your firm performed on the project, and roles played by personnel proposed for the project.
- E. An outline of a typical work plan, schedule, and work products for a project of this type. Describe steps to ensure samples are tested as listed on the chain of custody and how to address deviations if they occur.
- F. An organization chart depicting the proposed project team and a brief summary of the qualifications and experience of the proposed project manage and other key members of the team.

- G. A brief summary of the facilities, instrumentation, and equipment available from your firm that will support the project objectives. Include a description of your laboratory clean / dilution water source, sample storage capacity, sample handling and disposition protocols.
- H. A listing of all professional affiliations and accreditation held by your firm. Also, include a list of any certificates held by personnel proposed for assignments to this project.
- I. Please state any exceptions or deviations your firm needs from the standard District insurance requirements or any other general or technical requirement identified in this proposal. All exceptions or deviations to this proposal shall be listed on Exhibit C Exception Responses, attached to this proposal. If no exception, variance, or deviations are listed it will be understood that the proposal meets all requirements as stated.
- J. Identify any actual, apparent, or potential conflicts of interest that may result from the performance of the proposed services. (Please indicate any current or recent associations with property owners, lessees, designers, investors, county employees or Vendors that would be associated with this project.)
- K. A list of at least three references with similar programs to ours that may be contacted. Identify the organization, the contact person, the date(s) of service(s), and a brief statement describing the scope of work that you provide each customer. This information is to be supplied on Exhibit D Reference, attached to this proposal.
- L. Solicitation of subcontractors or other service providers and suppliers.
Substitution of any sub consultants, subcontractors, or other service providers and suppliers not identified in your proposal upon which the agreement is based, shall not be made without the written consent of the RegionalSan. All subcontractors must also be ELAP certified. It will be the responsibility of the primary lab to ensure complete and accurate reports are provided by the subcontract laboratory. Complete reports from subcontractors must be provided when used.
- M. Dun & Bradstreet Number, Bank References and/or last 2 years audited financial statements are required for this proposal (reference Exhibit D)

Invoicing

1. Prepare invoices in duplicate. Send the original and duplicate copies of invoices to:

Sacramento Regional District Sanitation District
8521 Laguna Station Road
Elk Grove, CA, CA 95758
Attention: Accounts Payable
Email: SRCSDFiscal@sacsewer.com
2. Date of Service for each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" addresses; Contract Shipping Order number (CSO#).
3. For payment purposes, the contractor shall obtain a Contract Shipping Order number from the District for each separate order/invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require an unique Contract Shipping Order number to be issued to the vendor by the District. If the Contract Shipping Order number does not appear on the contractor's invoice, payment may

be delayed because it would generally take longer to match the vendor's invoice with the customer's ordering document.

4. Invoices shall be issued on a per CSO number basis and in arrears.
5. Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
6. In the State of California, government agencies are not allowed to pay excess interest and late charges. Per Government Codes, Section 926.10, interest shall be entitled commencing the 61st day and shall be 6 percent per annum.

Evaluation and Award: The evaluation team will consist of representatives of the Regional San Laboratory. Bids will be evaluated in three (3) phases as follows:

Phase 1: In Phase 1, proposals will be examined as to whether or not the proposer understood and responded in accordance with the following requirements:

- 1) Proper completion and submittal of required bid documents
- 2) Experience requirement met or exceeded
- 3) Acceptability of exceptions taken to proposal terms and conditions

The award of the proposal will be based on an assessment of selected Evaluation Criteria which will represent a capability/quality ranking. **The cost sheet(s) will be submitted in a separately sealed envelope and will not be opened until the qualifications rankings have been made.** Projected costs will be then evaluated with a final quality ranking. The following table identifies criteria used in the final determination for the selection of the first-step proposal ranking. If any criteria score fails to be above zero, the RFP will be automatically rejected. Thus, the result will not be determined by price alone. Price does matter, and we will be seeking the least costly outcome that meets our needs as we interpret them.

Phase 2: In Phase 2, bids that were not disqualified in Phase 1 will be evaluated and scored using the table below. RegionalSan representatives will review the proposals to determine which vendor’s proposal represents the best product value and commitment to perform the services described in this RFP.

Evaluation Criteria	Maximum Points	Score
<p><u>Technical Capabilities</u></p> <ul style="list-style-type: none"> • Staff Qualifications • Laboratory Capability • Resources Available • Work Plan 	40	_____
<p><u>Quality System</u></p> <ul style="list-style-type: none"> • QA Manual • Organization Chart • Proficiency Test Results • ELAP Audit • Certification / Accreditation 	30	_____
<p><u>Customer Service</u></p> <ul style="list-style-type: none"> • Communication • Turn Around Time • Past Project Experience • References 	30	_____
Total score	100	_____

Financial Statements: Each respondent shall provide audited financial statements for the past two (2) years. Financial statements must have been completed by a Certified Public Accountant and shall be prepared in conformity with generally accepted accounting principles (GAAP). If Respondent is not a publicly held corporation, it may comply with the requirements of this section by providing the following information:

- a) Provide a banking reference.

Provide a Dun & Bradstreet number so we may check your rating.

Exhibit A

Testing Cost Response

TEST DESCRIPTION –EXHIBIT A – SERVICES	METHOD	COST
BIOLOGICAL		
Coliform, Fecal, MPN, Aqueous	SM 9221 E	
Coliform, Fecal, MPN, Biosolids	SM 9221 E	
Coliform, Total and E. coli, Colilert, Presence/Absence, Drinking Water	SM 9223 B (IDEXX)	
Coliform, Total and E. coli, Quanti-tray	SM 9223 B (IDEXX)	
Coliform, Total, MPN, Aqueous	SM 9221 B	
Coliform, Total and Fecal, MPN, Aqueous	SM 9221 B, E	
E. coli, MPN, Aqueous	SM 9221 F	
Coliform, Fecal, MPN	Colilert-18 (IDEXX)	
Enterococcus, Multiple Tube	SM 9230 B	
Enterococcus, Quanti-Tray	Enterolert (IDEXX)	
Fecal Streptococcus – MPN	SM 9230 B	
Salmonella, MPN, Biosolids	EPA 1682	
Heterotrophic Plate Count, SimPlate (IDEXX)	SM 9215 E	
Heterotrophic Plate Count, Pour Plate	SM 9215 B (2004)	
Water Suitability Test for Reagent-Grade Water (HPC Pour Plate Method SM2015 B)	SM 9020 B (5f)	
Chlorophyll a, Fluorometric	SM 10200 H	
Cryptosporidium	EPA 1623	
Giardia	EPA 1623	
Toxicity/Bioassays:		
Toxicity, Acute, Fathead Minnow Static Renewal, 96 hr., % Survival	EPA 2000.0	
Toxicity, Acute, Fathead Minnow Static Renewal, 96 hr., LC50	EPA 2000.0	
Toxicity, Acute, Rainbow Trout, Static Renewal, 96 hr, % survival	EPA 2019.0	
Toxicity, Chronic, Fathead, Survival/Growth,100% Screen, (1 dilution)	EPA 1000.0	
Toxicity, Chronic, <i>Ceriodaphnia dubia</i> , Survival/Reproduction, 100% Screen, (1 dilution)	EPA 1002.0	
Toxicity, Chronic, <i>Selenastrum capricornutum</i> , Growth, 100% Screen, (1 dilution)	EPA 1003.0	
Toxicity, Chronic, Fathead Minnow, Survival/Growth (5 dilutions)	EPA 1000.0	

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Toxicity, Chronic, <i>Ceriodaphnia dubia</i> , Survival/Reproduction (5 dilutions)	EPA 1002.0	
Toxicity, Chronic, <i>Selenastrum capricornutum</i> , Growth (5 dilutions)	EPA 1003.0	
Toxicity, Acute, 96 hr, Static Renewal, Reference Toxicant, Fathead Minnow	EPA 2000.0	
Toxicity, Acute, 96 hr, Static Renewal, Reference Toxicant, Rainbow Trout	EPA 2019.0	
Toxicity, Chronic, Reference Toxicant, Fathead Minnow, Growth/Survival	EPA 1000.0	
Toxicity, Chronic, Reference Toxicant <i>Ceriodaphnia dubia</i> , Growth/Reproduction	EPA 1002.0	
Toxicity, Chronic, Reference Toxicant, <i>Selenastrum capricornutum</i> , Growth	EPA 1003.0	
Hazardous Waste Screening Bioassay, Fathead Minnow, 96 hour	Title 22/CDFG	
Hazardous Waste Definitive Bioassay, Fathead Minnow, 96 hour (5 dilutions)	Title 22/CDFG	
Microscopy Speciation:		
Phytoplankton Enumeration/Speciation	Microscopy	
Picoplankton Enumeration/Speciation	Microscopy	
Macroplankton Enumeration/Speciation	Microscopy	
Microplankton Enumeration/Speciation	Microscopy	
INORGANIC AND WET CHEMISTRY		
Alkalinity, Bicarbonate	SM 2320B	
Alkalinity, Carbonate	SM 2320B	
Alkalinity, Hydroxide	SM 2320B	
Alkalinity, Total	SM 2320B	
Biochemical Oxygen Demand:		
Carbonaceous (Inhibited)	SM 5210-B	
Dissolved/Soluble	SM 5210-B	
Total	SM 5210-B	
Carbon, Dissolved Organic (DOC)	SM 5310B	
Carbon, Total Organic (TOC)	SM 5310B	
Cation Exchange Capacity	EPA 9081	
Chemical Oxygen Demand:		
Spectrophotometric, Dissolved	EPA 410.4/Hach 8000/SM5220D	
Spectrophotometric, Total	EPA 410.4/Hach 8000/SM5220D	
Chloride:		
IC	EPA 300.0	
Automated (ferricyanide)	SM4500Cl E	
Cyanide, Total, Spectrophotometric	EPA 335.4	
Fluoride	EPA 300.0	

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Hardness, Total, as CaCO ₃ (calculation)	SM2340 B	
Hardness, Total, as CaCO ₃ (titration)	SM2340 C	
Ignitability	EPA 1010 / 1030	
Nitrogen, Ammonia as N:		
Automated Phenate	EPA 350.1	
Nitrogen, Nitrate, NO ₃ as N:		
IC	EPA 300.0	
Automated	EPA 353.2	
Ion Selective	SM 4500 D	
Nitrogen, Nitrite, NO ₂ as N:		
IC	EPA 300.0	
Automated	EPA 353.2	
Nitrogen, Nitrate+Nitrite as N:		
IC	EPA 300.0	
Cadmium Reduction, Automated	EPA 353.2	
Nitrogen, Organic (TKN minus Ammonia as N)	Calculation	
Nitrogen, Total (TKN + NO ₂ as N + NO ₃ as N)	Calculation	
Nitrogen, Total Kjeldahl (TKN)		
Digest & Distill followed by Titration	SM4500-NH ₃ -C	
Digest & Distill followed by semi-automated phenate	EPA 350.1	
Semi-auto, Block Digest & Color.	EPA 351.2	
Oil and Grease, Total	EPA 1664	
Oxygen, Dissolved, Electrode	SM 4500-O G	
Perchlorate	EPA 331.0	
pH	SM 4500-H+B	
pH	EPA 9045C	
pH	EPA 9040B	
Phosphate as P, Ortho	EPA 365.1	
Phosphate as P, Ortho	EPA 300.0	
Phosphorous, total	EPA 365.4	
Radioactivity, Gross Alpha/Beta	EPA 900.0	
Solids/Residues:		
Settleable Solids	SM2540F	
Total Solids, (TS), %	SM2540B	
Total Dissolved Solids (TDS)	SM2540C	
Total Suspended Solids (TSS)	SM2540D	
Total Volatile, %	EPA 160.4	
Volatile Suspended Solids (VSS)	EPA 160.4	
Moisture Content, %	SM2540B	
Specific Conductance (EC)	EPA 120.1	
Sulfate, as SO ₄	EPA 300.0	
Sulfate, as SO ₄ , Turbidimetric	SM 4500-SO ₄ E	
Sulfide, Total/Dissolved	SM 4500-S ₂ D	
Sulfite	SM4500-SO ₃ B	
Surfactants (MBAS)	SM5540C	

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Turbidity, Nephelometric	EPA 180.1	
Volatile Acids		
Titrimetric	SM 5560-C	
Colorimetric	Hach 8196	
Sulfur Compounds	ASTM D5504	
METALS TESTING		
Chromium, Hexavalent (VI)	EPA 218.4/EPA 7196	
Chromium, Hexavalent (VI)	EPA 218.6/ SM3500 Cr C	
Chromium, Hexavalent (VI)	SM3500 Cr B	
Mercury:		
Cold vapor, manual	EPA 245.1	
Cold vapor, automated	EPA 245.2	
Ultra-Trace level	EPA 1631	
Mercury in solid or semi-solid Wastes	EPA 7471	
Mercury in liquid Wastes	EPA 7470	
Methyl Mercury	EPA 1630	
Filtration for dissolved mercury/methyl mercury		
Metals		
Metals by ICP/MS, each metal	EPA 200.8	
Metals by ICP, each metal	EPA 200.7	
Filtration for Dissolved Metals	EPA 200.2	
Total Metals Prep for ICP & ICP/MS (Digestion)	EPA 200.2	
Metals by ICP/MS, each metal	EPA 6010	
Metals by ICP, each metal	EPA 6020	
SW-846 Total Metals Prep for ICP & ICP/MS (Digestion)		
STLC, each metal	EPA 6010	
STLC, each metal	EPA 6020	
STLC, extraction and digestion		
TCLP, each metal	EPA 6010	
TCLP, each metal	EPA 6020	
TCLP, extraction and digestion		
CAM 17	EPA 6010/7471/7470	
CAM 17	EPA 6020/7471/7470	
TCLP CAM 17	EPA 6020	
TCLP CAM 17	EPA 6010	
STLC CAM 17	EPA 6020	
STLC CAM 17	EPA 6010	
Standard Minerals – pH, Alk., Cond., Cl, NH ₃ , NO ₃ as N, SO ₄ , TDS, PO ₄ , Fe, Ca, Mg, Hardness, Na, K, and Si.	EPA and/or SM	
ORGANIC CHEMICAL(s) TESTING		
Chlorinated Herbicides	EPA 615/8151	

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Chlorinated Pesticides	EPA 608.3/8081	
PCBs	EPA 608.3/8082	
Chlorinated Pesticides & PCBs	EPA 608.3	
Chlorinated Pesticides & PCBs	EPA 625.1	
Volatile Organics	EPA 624.1/8260*	
Low level THMs/DBPs	EPA 624.1	
TICs for Volatile Organics	EPA 624.1/8260*	
Semi-Volatile Organics	EPA 625/8270*	
TICs for Semi-Volatile Organics	EPA 625.1/8270*	
Organophosphorous Pesticides	EPA 614/8141	
TPH as gasoline	EPA 8015	
TPH as diesel	EPA 8015	
TPH as diesel/motor oil	EPA 8015	
Alcohols	EPA 8015	
Pyrethroids	GC/MS	
Tributyltin		
Volatile Fatty Acids	GC/FID	
Volatile Fatty Acids	IC	
Volatile Fatty Acids	GC	
Volatile Organics-PMI	EPA 1666/1666A	
Asbestos	EPA 100.2	
Carbofuran		
Diquat	EPA 549	
Dioxins	EPA 1613	
2,3,7,8-TCDD	EPA 1613	
Glyphosate	EPA 547	
Endothall	EPA 548	
Carbamates	EPA 8321	
Purgeable Aromatics GC/MS	EPA 524.2	
PER- AND POLYFLUORINATED ALKYL SUBSTANCES (PFAS)	HPLC-MS-MS	
Fixed Gases	EPA 3C	
Siloxanes	TO -15M	
VOCs	TO - 15	
* See Appendix A for a complete list of all analytes requested by various RegionalSan Projects		

Exhibit B

Other Service Costs

	Cost
1. Professional Consultation (indicate hourly rate(s)).	\$
2. Expert witness (indicate hourly rate(s)).	\$
3. Travel (indicate per diem cost).	\$
4. Report preparation (indicate hourly rate(s)).	\$
5. Special research (indicate the hourly rate(s) for the professional scientist and support staff that may be assigned to the project).	\$
6. Sample pickup and delivery charges	\$
7. Administrative costs for sub-contracted or miscellaneous work.	\$
8. Cost of containers as required by RegionalSan (provide sizes of various containers here).	\$
9. Cost for Electronic Data Deliverables (EDDs). Include hourly rate for set-up of custom EDDs.	\$

Exhibit C

Laboratory Certification and Proficiency

The following items must be included in the proposal package in order to be evaluated:

1. Laboratory Quality Assurance Manual
2. Reports from PT provider covering all applicable testing listed on Exhibit A for the year 2021 including the corrective actions submitted for unacceptable PT results.
3. Audit findings and responses from last ELAP and/or NELAP inspection.

Exhibit D

Scope of Services Summary

Please use this page and additional pages if necessary to answer the Scope of Services on pages 7 through 9.

Appendix A

Volatile Analyte List

1,1-Dichloroethene (1,1-Dichloroethylene)	Chloroethane (Ethyl Chloride)
1,1,1,2-Tetrachloroethane	Chloroform
1,1,1-Trichloroethane	Chloromethane (Methyl Chloride)
1,1,2,2-Tetrachloroethane	cis-1,2-dichloroethene
1,1,2-trichloro-1,2,2-trifluoroethane	cis-1,3-Dichloropropene
1,1,2-Trichloroethane	Dibromochloropropane
1,1-Dichloroethane	Dibromomethane
1,1-dichloropropene	Dichlorobromomethane (Bromodichloromethane)
1,2,3-Trichlorobenzene	Dichlorodifluoromethane
1,2,3-Trichloropropane	Dichloromethane (methylene chloride)
1,2,4-Trichlorobenzene	Di-isopropylether (DIPE)
1,2,4-Trimethylbenzene	Ethylbenzene
1,2-Dichlorobenzene	Ethylene Dibromide (EDB, 1,2-dibromoethane)
1,2-Dichloroethane	Ethyl-tert-butyl-ether
1,2-Dichloropropane	Hexachlorobutadiene
1,3,5-Trimethylbenzene	Hexachloroethane
1,3-Dichlorobenzene	Iodomethane (Methyl iodide)
1,3-dichloropropane	Isobutyl Alcohol
1,3-dichloropropene, total	Isopropylbenzene
1,4-Dichlorobenzene	m+p Xylene
1,4-Dioxane	Methyl ethyl ketone (MEK, 2-butanone)
2,2-dichloropropane	Methyl-tert-butyl-ether
Ethanol	Napthalene
2-Chloroethyl Vinyl Ether	n-Butylbenzene

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2-Chlorotoluene	n-Propylbenzene
2-Hexanone (MBK)	o-Xylene
2-methyl-2-propanol	sec-Butylbenzene
4-Chlorotoluene	Styrene
4-Methyl-2-pentanone (Methyl isobutylketone)	tert-Amyl-Methyl-Ether
Acetone	tert-Butyl Alcohol (TBA)
Acetonitrile	tert-Butylbenzene
Acrolein	Tetrachloroethene (Tetrachloroethylene)
Acrylonitrile	Toluene
Benzene	trans-1,2-Dichloroethene
Bromobenzene	trans-1,3-Dichloropropene
Bromochloromethane	Trans-1,4-dichloro-2-butene
Bromoform (Tribromomethane)	Trichloroethene (Trichloroethylene)
Bromomethane (Methyl Bromide)	Trichlorofluoromethane
Carbon disulfide	Vinyl acetate
Carbon Tetrachloride	Vinyl Chloride
Chlorobenzene	Xylenes, Total
Chlorodibromomethane (Dibromochloromethane)	

Exhibit E - SUBCONTRACTORS

R-1 \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			

R-2 \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			

R-3 \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			

R-4 \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			

Note: Please provide subcontractor’s Laboratory Certification and Proficiency information as requested on page 18.

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Exhibit F - EXCEPTION RESPONSE PAGE

PROPOSAL ITEM	REQUIREMENT DESCRIPTION	EXCEPTION or DEVIATION

DISTRICT INSURANCE REQUIREMENTS

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

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 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 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 certificates provided. REGIONAL SAN 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 general public are 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 Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001. 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.

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

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONTRACTOR'S profession.

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.

Workers' Compensation: Statutory.

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

Professional Liability or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and accepted by REGIONAL SAN.

5. Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

- c. 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

7. 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. 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 the Additional Insured Parties and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: The CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide the Additional Insured Parties with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is required by this Agreement to immediately notify the Additional Insured Parties 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 (except for reduction due to claims), 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.

8. Commercial General Liability and/or Commercial Automobile Liability:

- a. ADDITIONAL INSURED STATUS: SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additionally Insured Parties"), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR in the performance of the work; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR in the performance of the work; 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 primary insurance as respects any insurance or self-insurance maintained by the Additionally Insured Parties. Any insurance or self-insurance maintained by the Additionally 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 subconsultants and subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

9. Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands, and actions arising out of or resulting from professional services provided under this Agreement.

10. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed (via a specific endorsement or as required by written contract) to state that the workers' compensation carrier waives its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, and the County of Sacramento and 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 and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

11. 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 SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT or any Additional Insured Party, CONTRACTOR shall give prompt and timely notice thereof to SACRAMENTO REGIONAL COUNTY SANITATION 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.

GENERAL 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 District retains the right to negotiate changes in a proposal by any offeror, and/or to reject any or all proposals if none of the submittals are responsive to the District's needs.

Public Record: All proposals become the property of the District. Accepted proposals and subsequent award(s) become public records. Proprietary information must be clearly marked as such. Pricing and service elements of the successful proposal will not be considered proprietary information.

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

F.O.B. Point: The F.O.B. Point shall be F.O.B. destination, various job sites.

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

Standards of Conduct: Vendor 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. Vendor and staff shall always be courteous, cooperative and professional toward District 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 District.

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

Termination upon Unsatisfactory Performance: Whenever, in the opinion of the District, the said service is not satisfactory, Vendor shall be advised of the reasons in writing. If Vendor fails to immediately correct the unsatisfactory condition(s), District may declare the contract in default, terminate the contract, and contract with another.

Notwithstanding any provision to the contrary, District shall have no obligation to give Vendor more than two (2) notices of unsatisfactory performance during the contract period. If Vendor fails to perform the services pursuant to the contract, Vendor 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, Vendor shall remain obligated to provide services pursuant to the contract and District shall remain obligated to pay compensation for the goods ordered prior to the effective date of such termination.

Changes: Should District 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 District; and, no such subcontracting will be permitted if it would relieve the original Vendor or his surety of their responsibilities under the contract.

Non-recognition of Sub-contractors: No sub-contractor will be recognized as such, and all persons engaged in the work under the contract will be considered as employees of the Vendor, and their work shall be subject to all provisions of the contract. The District and its representatives will deal only with the Vendor, who shall be responsible for the proper execution of the work.

Drug-free Workplace: In submitting a Request for Quotation/Bid/Proposal, Vendor 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 Vendor'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 Vendor'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 Vendor's "Drug-free Workplace" statement.

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

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

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

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

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

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

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
STANDARD TERMS AND CONDITIONS BIDS / PROPOSALS / QUOTES

1. PREPARATION OF RESPONSE:

- a. All information requested of the bidder must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- b. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- c. Corrections and/or modifications received after the specified closing time will not be accepted.
- d. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the District.
- e. Time of delivery may be a consideration in the award.
- f. Prices will be considered as net if no cash discount is shown.
- g. All responses must be signed by an authorized officer or employee of the responder.
- h. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- i. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
- j. If any information contained in the response is considered confidential or proprietary by bidder, it must be clearly labeled as such and presented in a sealed envelope within the bidder's response package.
- k. Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.

2. BRAND NAMES:

- a. Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must State the brand and number, or level of quality. The determination of the District Purchasing Manager as to what items are equal is final and conclusive.
- b. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

3. SAMPLES: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

4. AMERICANS WITH DISABILITIES ACT: As a condition of submitting a response RegionalSan, the bidder certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended. Failure to certify prohibits the award of a purchase order to the bidder.

5. TAXES:

- a. Do not include any sales, use, or federal excise taxes in your response.
- b. If your company is outside California and collects sales tax, please State the amount as a separate item if the District is to remit the tax.
- c. Items purchased for resale will show the District's resale permit number on the purchase order.
- d. Sacramento Regional County Sanitation District are exempted from payment of Federal Excise Tax.
- e. No federal tax shall be included in price. Exemption certificates will be furnished when federal excise tax is exempted.

6. LIABILITIES: The bidder shall hold RegionalSan, their officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against REGIONALSAN or bidder because of the unauthorized use of such articles.

7. CASH DISCOUNTS: In connection with any cash discount specified on this response, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the District's Office, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County of Sacramento warrant or check.

8. DEFAULT BY VENDOR: In case of default by vendor, RegionalSan 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

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contract or purchase order and actual cost thereof to RegionalSan. Prices paid by the District must 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 District Purchasing Manager.

9. AWARDS:

a. RegionalSan reserves the right to: (1) award response's received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all response's, or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of the District. RegionalSan decision shall be final.

b. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the District, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

10. RIGHT TO AUDIT: The District reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

11. ASSIGNMENT: In submitting a response to a public purchasing body, the responder offers and agrees that if the response 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) or under 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 proposer for sale to the purchasing body pursuant to the quote. Such assignment must be made and become effective at the time the purchasing body tenders final payment to the responder.

12. APPLICABILITY TO HEIRS: Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 12, 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.

13. SPECIAL CONDITIONS: District standard terms and conditions must govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they will be considered void. To the extent not otherwise Stated in the contract, the California Commercial Code shall apply.

14. 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.

15. 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.

16. CHANGES WITHOUT NOTICE PROHIBITED: No changes in price, quantity or merchandise will be recognized by the District without written notice of acceptance thereof prior to shipment.

17. 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.

18. 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.

19. INDEMNIFICATION:

To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless REGIONAL SAN, and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and 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, expert fees, and reasonable attorneys' fees, resulting

from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to CONTRACTOR. Both parties agree to cooperate in the defense of a Claim.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subcontractors at any tier.

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

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