

# **EAST BAY MUNICIPAL UTILITY DISTRICT**

RFP for Laboratory Services 0125

## **TABLE OF CONTENTS**

### **I. STATEMENT OF WORK**

- A. SCOPE
- B. PROPOSER QUALIFICATIONS
- C. SPECIFIC REQUIREMENTS
- D. DELIVERABLES / REPORTS

### **II. CALENDAR OF EVENTS**

### **III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

- A. RFP ACCEPTANCE AND AWARD
- B. EVALUATION CRITERIA/SELECTION COMMITTEE
- C. PRICING
- D. NOTICE OF INTENT TO AWARD AND PROTESTS
- E. WARRANTY
- F. INVOICING
- G. LIQUIDATED DAMAGES

### **IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

- A. DISTRICT CONTACTS
- B. SUBMITTAL OF RFP RESPONSE
- C. RESPONSE FORMAT

### **ATTACHMENTS**

EXHIBIT A – RFP RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – GENERAL SERVICE AGREEMENT (TO BE SIGNED LATER ONCE SELECTED)

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

**I. STATEMENT OF WORK****A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe as-needed laboratory analytical services for environmental samples.

East Bay Municipal Utility District (District) intends to award a two (2)-year contract (with three (3) options to renew for one-year terms) to the Proposer(s) who best meets the District's requirements.

**B. PROPOSER QUALIFICATIONS****1. Proposer Minimum Qualifications**

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing laboratory analyses listed on the bid sheet (Exhibit A) certified by the California State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP) for at least five (5) years.
- b. Proposer shall be a certified provider under ELAP or NELAP.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

**C. SPECIFIC REQUIREMENTS**

1. The Contractor shall not subcontract work to other laboratories without receiving prior approval of the designated representatives of the District Laboratory.
2. The Contractor shall not pass the cost of the subcontracted work from other laboratories to the District Laboratory without prior approval by the designated representatives of the District Laboratory (District Contact).
3. The Contractor shall complete all columns in the attached bidding sheet(s) in Exhibit A. As an addendum to the bidding sheet(s), the Contractor shall provide Method Detection Limits (MDLs) as defined in 40 CFR Part 136 Appendix B and Reporting Limits (RLs) for the analytical parameters included in the scope of the methods for which the Contractor is bidding.
4. The Contractor shall include information on the surcharge that will be applied for a 1-, 2-, 5-, 10-, and 15-day turnaround time. The surcharge shall be specified as a price factor, which will be applied to the bid price, and shall be identified for each

turnaround time listed on bidding sheets. For example, if the surcharge multiplier for a 10-day turnaround is 1.5 and the bid price is \$10.00, the price with a 10-day turnaround is \$15.00.

5. The Contractor shall define standard turnaround time in Exhibit A.
6. The Contractor shall provide a price breakdown, if applicable, for the cancellation fee in Exhibit A, for cases when a sample is received but not prepared, or when a sample is prepared but not analyzed.
7. All sample pickups will be local, and the pickup charge shall be included in the quoted analytical prices. No additional charge shall be applied for sample pickups. All samples will be picked up at the following address:

EBMUD Laboratory  
2020 Wake Avenue  
Oakland, CA 94607

8. The Contractor shall provide all requested sample containers at no cost to the District Laboratory.
9. The Contractor shall provide field blanks and trip blanks upon request by the District Laboratory. Any cost associated with this must be detailed in the bid price.
10. The Contractor shall be responsible for the disposal of samples, with any associated disposal fees included in the bid price.
11. The Contractor shall provide sample receipt notices within 2 days of receiving the samples from the District Laboratory. Sample receipt notices can be either retrieved from a data portal or emailed to the District Contact.
12. The Contractor shall notify the District Laboratory if an analytical hold time has not been met by either email or telephone to confirm that the analysis shall proceed.
13. The analytical data must be delivered to the District Laboratory within the specified turnaround time.
14. The turnaround time is defined as the elapsed time between the pickup of the samples by the Contractor or the Contractor's designee and the receipt of the analytical results by the designated District Contact listed on the sample chain-of-custody.
15. Delivery of the results to the District Contact must be made in the following manner:

- a. A signed electronic laboratory report (Laboratory Report) with all the required deliverables, and
  - b. An Electronic Data Deliverable (EDD) as specified in the Appendix A of Exhibit A.
- 16. To meet the rush turnaround time requirements, the Contractor may email analytical results to the District Laboratory without the accompanying Laboratory Report and/or EDD. However, all results must be submitted as a signed electronic laboratory report (Laboratory Report) in PDF or HTML format, along with the EDD, no later than 7 days after the contracted rush turnaround due date. For standard turnaround times, the signed electronic laboratory report and the EDD must be received by the 21<sup>st</sup> calendar day, or as otherwise agreed upon by the District Laboratory and the Contractor. All submissions must be received by the District Contact no later than 4:00 PM on the specified due date per turnaround time.
- 17. District holidays (to be provided after RFP selection) and weekends shall be excluded in the calculation of the due date for turnaround time.
- 18. All rush turnaround requests must be agreed upon by the District Laboratory and the Contractor before the submission of samples to the Contractor.
- 19. Penalties assessed for not meeting the turnaround time:
  - a. Failure to meet the turnaround time for rush samples will be assessed as follows:
    - (1) If the Contractor fails to submit the deliverables (Laboratory Report and EDD) to the District Contact for a period longer than twice the agreed upon rush turnaround time (e.g., the results are received on day five when the requested turnaround time was 2 days), the analytical charge shall be reduced by 50%.
    - (2) If the Contractor fails to submit the deliverables to the District Contact more than 7 days beyond the penalty date calculated in paragraph C.19.a.(1), the report must be submitted to the District as soon as possible, at no charge.
  - b. Penalties assessed for not meeting the standard turnaround time:
    - (1) If the Contractor fails to submit the deliverables within the time specified, the Contractor shall, in place of actual damages, reduce the unit price for each analysis by seven (7) percent for each

calendar day of delay up to seven (7) calendar days. After seven (7) calendar days there will be no charge for the analysis.

- (2) The standard turnaround time may be extended with the District's consent if the analytical method requires additional time. Any extensions to the standard turnaround time must be negotiated and agreed by the District Contact.

20. The Contractor invoice shall be submitted to the District Contact upon completion of the Laboratory Report and EDD.

D. DELIVERABLES

1. The cover page of the Laboratory Report shall include laboratory information, address, and signature of person authorized to report the analytical data.
2. Laboratory ELAP/NELAP certification number must be contained in the Laboratory Report.
3. The Laboratory Report shall contain the unique sample ID and link to the District sample ID.
4. The Laboratory Report shall contain the methods used for analysis, date of receipt, and reporting units.
5. The Laboratory Report shall contain documentation regarding the sample conditions on arrival at the laboratory. Copies of cooler receipt forms as well as copies of chain of custody forms shall be provided with laboratory data packages.
6. For each analytical method, the Contractor shall report all analytes to the Method Detection Limit (MDL) specified in the 40 CFR Part 136 Appendix B.
7. Results that are between the Reporting Limits (RLs) and MDLs shall be qualified to illustrate that the result is an estimate.
8. The Contractor shall report RLs and MDLs for all analytes.
9. All soil samples shall be reported on a wet weight basis with the percent moisture reported for each sample upon request.
10. Dilution factors, date of extraction/preparation, and date of analysis shall be reported for each analyte and method.
11. Method blanks shall be reported for all analytes for each analytical method. Each sample analytical test results shall be clearly associated with a particular method

blank result. Any detected concentration found in method blanks shall be reported and the corresponding sample result shall be qualified.

12. Recoveries for surrogate spikes and internal standards shall be reported for all applicable methods. The Laboratory Report shall also specify the control limits for the surrogates and internal standards recoveries.
13. Matrix Spike/Matrix Spike Duplicate (MS/MSD) recoveries shall be reported for analyses as appropriate for the method. All sample results shall be designated as corresponding to a particular set of MS/MSD analyses. The Laboratory Report shall also specify control limits for spike recoveries and the relative percent difference (RPD) for each spiked analyte.
14. Results for laboratory duplicates shall be reported with relative percentage difference (RPD) limits for duplicate analyses and control limits.
15. Laboratory Control Spike (LCS) results shall be reported with control limits for LCS analyses. Analytical results for each sample shall be clearly associated with a particular LCS sample.
16. Results shall be qualified if the data is considered an estimate, does not meet the requirements of the Standard Operating Procedure (SOP), or not suitable for regulatory compliance reporting.
17. Submission of data with Electronic Data Deliverable (EDD) is required for all analyses performed on Exhibit A. EDDs are typically transmitted as an Excel spreadsheet or as csv file. The EDD must contain the fields listed in Appendix A, and the field order of the transmittal must match the order shown in Appendix A.
18. Data delivery is considered complete only when all deliverables (Laboratory Report and EDD) have been received and verified as complete by the District Laboratory.
19. When requested by the District, the Contractor will report results electronically to the State Water Board using the California Laboratory Intake Portal (CLIP), in accordance with in Title 22, California Code of Regulations, Section 64814.00 (k)(2). The Contractor will provide EBMUD with confirmation of submittal. California Laboratory Intake Portal (CLIP) reporting for regulatory data shall be performed at no additional charge.

## II. CALENDAR OF EVENTS

EVENT	DATE
RFP Issued	May 1, 2025
Response Due	May 30, 2025 by 4:00 p.m.
Anticipated Contract Start Date	August, 2025

**Note:** All dates are subject to change by District.

Proposers are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

## III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

### A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

**B. EVALUATION CRITERIA/SELECTION COMMITTEE**

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<p><b>Technical Criteria:</b></p> <p>In each area described below, an evaluation will be made of the probability of success of, and risks associated with, the RFP response:</p> <ol style="list-style-type: none"> <li>1. Ancillary Services - A comparison will be made of the proposed services with the requirements of this RFP. Credit will be given for convenience, responsiveness, and technical expertise.</li> <li>2. Has the Proposer demonstrated a thorough understanding of the scope of the project?</li> <li>3. Has the Proposer demonstrated that it understands the deliverables and turn-around time the District expects it to provide?</li> <li>4. Has the proposer demonstrated that it understands the requirements of short hold analyses?</li> </ol>
<b>B.</b>	<p><b>Cost:</b></p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?);</li> </ol>

	<p>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</p> <p>3. Affordability (i.e., the ability of the District to finance this project).</p> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p>
<b>C.</b>	<p><b>Relevant Experience:</b></p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the Proposer have experience on similar projects?</li> <li>2. Has the Proposer demonstrated the background for the work this project requires?</li> <li>3. Has the Proposer demonstrated a good performance for the experience they bring to the project?</li> </ol>
<b>D.</b>	<p><b>References (See Exhibit A – RFP Response Packet):</b></p> <p>If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>
<b>E.</b>	<p><b>Contract Equity Program:</b></p> <p>Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>

**C. PRICING**

1. Prices quoted shall be firm for the first sixty months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail or USPS mail with the name of the Proposer being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

Proposal protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the proposal, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 1010 Franklin St., Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization’s Department Director. The appeal must be submitted to the Department Director no later than five workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The proposal protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

E. **INVOICING**

1. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of an invoice.
2. The District will notify the General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

F. **LIQUIDATED DAMAGES**

1. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

**IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

A. **DISTRICT CONTACTS**

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Jessica Allard, Senior Chemist, Laboratory and Technical Services  
EBMUD – Wastewater Department  
E-Mail: [jessica.allard@ebmud.com](mailto:jessica.allard@ebmud.com)  
PHONE: (510) 287-1795

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office  
PHONE: (510) 287-0114

AFTER AWARD:

Attn: Jessica Allard, Senior Chemist, Laboratory and Technical Services  
EBMUD – Wastewater Department  
E-Mail: [jessica.allard@ebmud.com](mailto:jessica.allard@ebmud.com)  
PHONE: (510) 287-1795

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Upload your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to [jessica.allard@ebmud.com](mailto:jessica.allard@ebmud.com). The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-1795 to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP 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 purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California

False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.

5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify the existing text for any part of Exhibits A, B, C or D or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



# **EXHIBIT A**

## **RFP RESPONSE PACKET**

### **RFP For – Laboratory Services 0125**

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: \_\_\_\_\_  
(Official Name of Proposer)

#### **RFP RESPONSE PACKET GUIDELINES**

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
  - **EXHIBIT A – RFP RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



## PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District

and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)\*:
- ☐ Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

\*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference, and none will be given. For additional information on SBE/DVBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Does proposer or any employee/representative/service provider have any relatives currently employed with EBMUD? (This does not impact award of a qualified proposal; required reporting purposes only.)

☐ YES ☐ NO

If so, please list:

CONTRACTOR OR CONTRACTOR EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## PROPOSAL FORM

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bidding may be submitted for all or a portion of the tests listed below:

<u>Test Name</u>	<u>Matrix</u>	<u>Method Ref</u> <sup>1</sup> ( <u>Must Meet</u> <u>Regulatory</u> <u>Reporting</u> <u>Requirements</u> )	<u>Sub</u> <sup>2</sup> ( <u>y/n</u> )	<u>#/Yr</u> <sup>3</sup>	<u>Unit Price</u> ( <u>List price for</u> <u>Metals and</u> <u>Anions by</u> <u>Individual</u> <u>Analyte</u> )	<u>Total</u> <u>Cost</u> <sup>4</sup>
<b>Organics</b>						
Oil and Grease Silica Gel Cleanup	Aqueous	EPA 1664B		2		
Dibromochloropropane & Ethylene Dibromide	Water	EPA 504.1		20		
Polychlorinated biphenyls (PCBs)	Water	EPA 508		10		
Herbicides, Chlorinated Acids	Water	EPA 515.3		10		
1,4 Dioxane	Water	EPA 522		2		
4-Methyl-2-pentanone	Water	EPA 524.2		2		
Diazinon	Water	EPA 525		2		
Carbamates	Water	EPA 531.1		10		
Glyphosate	Water	EPA 547		10		
Endothall	Water	EPA 548.1		10		
Diquat	Water	EPA 549.2		10		
Organochlorine Pesticides and PCBs	Aqueous	EPA 608		10		
Organochlorine Pesticides and PCBs	Salt Water	EPA 608		2		
Pesticides	Aqueous	EPA 625		5		
Purgeable Organic Compounds: THM	Aqueous	EPA 8260B		5		
Purgeable Organic Compounds	Aqueous	EPA 8260B		2		
Purgeable Organic Compounds	Solid	EPA 8260B		5		
Semivolatile Organic Compounds (BNA): 1,4 Dioxane	Aqueous	EPA 8270C		1		
Semivolatile Organic Compounds (BNA)	Solid	EPA 8270C		5		
Hexane Extractable Material	Solid	EPA 9071B		5		

Hexane Extractable Material Silica Gel Treated	Solid	EPA 9071B		5		
Total Petroleum Hydrocarbon, Diesel, Silica Gel Treated	Solid	EPA 8015		5		
Total Petroleum Hydrocarbon, Gasoline	Solid	EPA 8015		5		
<b>Metals</b>						
Metals	Solid	EPA 6010		10		
Metals	STLC	EPA 6010		5		
Metals	TCLP	EPA 6010, EPA 1311		5		
Metals	Aqueous	EPA 6020		5		
Metals	Solid	EPA 6020		2		
Metals STLC	STLC	EPA 6020		2		
Metals TCLP	TCLP	EPA 6020		2		
Metals, STLC Extract and Hold	STLC	CCR Chapter 11, Article 5, Appendix II		TBD		
Metals, TCLP Extract and Hold	TCLP	CCR Chapter 11, Article 5, Appendix II		TBD		
Mercury	Aqueous	EPA 1631		20		
Mercury	Solid	EPA 7471		20		
<b>Inorganics</b>						
Perchlorate	Water	EPA 314.0		40		
Hexavalent chromium	Water	EPA 218.6		30		
MBAs	Water	SM 5540 C-2011		10		
<b>PFAS</b>						
Per- and polyfluoroalkyl substances (PFAS)	Aqueous	EPA 1633		15		
Per- and polyfluoroalkyl substances (PFAS)	Solid	EPA 1633		5		
Per- and polyfluoroalkyl substances (PFAS)	Water	EPA 533		40		
Per- and polyfluoroalkyl substances (PFAS)	Water	EPA 537.1		5		
Per- and polyfluoroalkyl substances (PFAS)	Water	DOD QSM		100		

<sup>1</sup> Indicate proposed method for analysis by entering a proposed method or an equivalent method.

<sup>2</sup> Indicate whether analysis is subcontracted to another laboratory. If subcontracted then enter 'y'; if not enter 'n'.

<sup>3</sup> The estimated number of analyses is for bid evaluation purposes only and shall not be deemed to guarantee either a minimum number or restrict the maximum number of samples to be submitted.

<sup>4</sup> Bid prices must include all costs associated with performing the analytical work. These charges include sample pickup, sample containers, field blanks, shipping containers, delivery of results to the District, disposal fees, CLIP reporting and all other overhead costs related to meeting this bid's requirements.

## RUSH FACTORS FOR ACCELERATED TURNAROUND TIMES

DEFINITION OF STANDARD TURNAROUND TIME: \_\_\_\_\_ DAYS

TURNAROUND TIME	RUSH FACTOR APPLIED TO BID PRICE (SPECIFIED AS A MULTIPLIER FOR THE ANALYTICAL PRICE PROVIDED UNDER THIS BID PROPOSAL)
1 DAY	
2 DAYS	
5 DAYS	
10 DAYS	
15 DAYS	
21 DAYS	

## DISCOUNT ON STANDARD PRICE LIST FOR ANALYSES NOT QUOTED ON BIDDING SHEETS (PRICE LIST PROVIDED)

ITEM	DISCOUNT (%)
ANALYSES NOT INCLUDED ON BIDDING SHEETS	

## PRICE BREAKDOWN FOR CANCELLED TESTS

TEST CANCELLED	% OF TOTAL PRICE
SAMPLE LOGGED IN BUT NO ANALYSIS INITIATED	
PREPARATION COMPLETED BUT NO ANALYSIS INITIATED	
ANALYZED BUT NOT REPORTED	

### Supplemental Questions:

1. What is your mechanism for delivering sampling kits and are there any charges associated with the kits or their delivery?
2. Are kits provided in coolers if requested? Is there an extra charge for supplying kits in coolers?
3. How much lead time is required when requesting a courier? If unexpected samples are received at the EBMUD Laboratory, can you arrange for a same-day pick-up?
4. Will the courier have a cooler and ice for transporting samples?
5. How do you handle analytical tests with a short hold time of 48 hours or less?

6. Who do we contact if a courier doesn't show up?
7. Occasionally samples must be sent out after-hours. Is the courier able to pick up samples from the EBMUD Laboratory after 16:30?
8. Are you able to generate custom EDDs in a format specified by the EBMUD Laboratory? Is there an additional charge for this service?
9. Do you have a single point-of-contact for questions around the sample scheduling and analysis?
10. Do you charge a late fee for invoices paid past the thirty days from the District receipt?

## APPENDIX A

EDD results shall match the analytical report and be reported to the MDL.  
EDD shall be in csv or xlsx.

### EDD FORMAT:

- Column A = Subcontract Lab sample ID/number
- Column B = EBMUD sample number (i.e., C123456-01; 10 characters)
- Column C = Subcontract Lab ELAP number
- Column D = Subcontract Lab name
- Column E = Prep Date and time (format mm/dd/yyyy hh:mm)
- Column F = Analysis Date and time (format mm/dd/yyyy hh:mm)
- Column G = Test method
- Column H = Analyte name
- Column I = CAS number
- Column J = Sample type (i.e., target, surrogate). Only report target analytes
- Column K = Qualifiers (comma delimited if more than one qualifier)
- Column L = Qualifier definition (If there are multiple qualifiers, please separate the qualifier definitions with a comma)
- Column M = Dilution factor
- Column N = Result
- Column O = Units
- Column P = Reporting Limit
- Column Q = Method Detection Limit



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e., Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide laboratory services, analysis scheduling or courier scheduling to District staff and all key personnel who will provide support services. For each person on the list, the following information shall be included:
  - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
  - (b) The role that the person will play in connection with the RFP;
  - (c) The person’s telephone number, fax number, and e-mail address;
  - (d) The person’s educational background; and
  - (e) The person’s relevant experience, certifications, and/or merits
3. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The response shall include (1) completed bid sheet (2) response to the supplemental questions (3) pricing structure
4. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
5. **References:**
  - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
  - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
    - Proposers must verify the contact information for all references provided is current and valid.

- Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- (c) The District may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

6. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

7. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



**REFERENCES**  
**RFP For – Laboratory Services 0125**

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of three references.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFP For – Laboratory Services 0125

Proposer Name: \_\_\_\_\_

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Proposer takes exception to...

\*Print additional pages as necessary



## CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

**Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your proposal the appropriate forms.

The CEP guidelines and forms can be downloaded from the District website at the following link:

<https://www.ebmud.com/business-center/contract-equity-program>

If you have questions regarding the Contract Equity Program, please call (510) 287-0114.



## **EXHIBIT B INSURANCE REQUIREMENTS**

**CONTRACTOR/COMPANY NAME:** \_\_\_\_\_

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

**The following provisions are applicable to all required insurance:**

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.

- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT's contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR's sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this

Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.

- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory, and will not seek contribution from the DISTRICT's insurance or self-insurance.
- R. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.

- T. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- U. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

#### **I. Workers' Compensation and Employer's Liability Insurance Coverage**

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
- Coverage A. Statutory Benefits Limits
- Coverage B. Employer's Liability of not less than:
- |                            |                           |
|----------------------------|---------------------------|
| Bodily Injury by accident: | \$1,000,000 each accident |
| Bodily Injury by disease:  | \$1,000,000 each employee |
| Bodily Injury by disease:  | \$1,000,000 policy limit  |
- B. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- C. If CONTRACTOR is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- D. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "E."

- E. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

**Verification of Workers' Compensation and Employer's Liability Insurance Coverage**

☐ By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry Workers' Compensation insurance.

As the CONTRACTOR's Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Workers' Compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ \_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from \_\_\_\_\_ to \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker/Agent or Officer or Risk Manager - Print Name: \_\_\_\_\_

Insurance Broker/Agent or Officer or Risk Manager's Signature: \_\_\_\_\_

**II. Commercial General Liability Insurance ("CGL") Coverage**

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein.

No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
- |                                    |  |
|------------------------------------|--|
| Bodily Injury and Property Damage  | \$2,000,000 per occurrence & aggregate |
| Personal Injury/Advertising Injury | \$2,000,000 per occurrence & aggregate |
| Products/Completed Operations      | \$2,000,000 per occurrence & aggregate |
- D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by contractor/subcontractor on CONTRACTOR’s behalf.
- H. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- I. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- J. Independent Contractor’s Liability shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.
- K. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work

performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

### **Verification of Commercial General Liability (CGL) Insurance Coverage**

**As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

### **III. Business Auto Liability Insurance Coverage**

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
  - Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
  - Bodily Injury and Property Damage: \$2,000,000

- D. Coverage must include either “owned, non-owned, and hired” autos or “any” automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles (“owned autos”), employee’s personal autos (“non-owned autos” meaning not owned by company/insured) or autos that are rented or leased (“hired autos”).
- E. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- F. If CONTRACTOR’s Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR’s and/or contractor’s/subcontractor’s performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR’s Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other “pollutants” needed for the normal functioning of covered autos.
- G. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies.
- H. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.

**Verification of Business Auto Liability Insurance Coverage**

**As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager – Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager’s Signature:** \_\_\_\_\_

#### **IV. Professional Liability (also known as Errors and Omissions) Insurance Coverage**

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim: \$2,000,000

Aggregate Limit: \$2,000,000

If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after completion of the Services.

C. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

#### **Verification of Professional Liability (Errors and Omissions) Insurance Coverage**

**As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager- Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature: \_\_\_\_\_**

**V. Cyber Liability Insurance Coverage**

- A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

- C. Minimum Requirements: Cyber Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit:      \$2,000,000

Aggregate Limit:                              \$2,000,000

- D. If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended reporting for a minimum of three (3) years after completion of the Services.

- E. Coverage shall include, but not be limited to the following:

1. Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health

information (PHI), security codes, access codes, passwords, or personal identification numbers (PINS).

2. Notification costs, credit monitoring and other expert services, regulatory fines and penalties, and defense costs.
3. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
4. Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon.

### **Verification of Cyber Liability Insurance Coverage**

**As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Cyber Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

### **VI. Excess and/or Umbrella Liability Insurance Coverage (*Optional* – See Paragraph A below)**

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- D. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement, and shall be at least as broad as coverage required of the underlying policies required herein.
  - 1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
  - 2. There will be no exclusion for explosions, collapse, or underground damage (XCU).
  - 3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR's behalf.
  - 4. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
  - 5. Independent Contractor's Liability shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
  - 6. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

7. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
8. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage: Not required but can be used in conjunction with the primary coverage limits to meet the minimum limit requirements. Written confirmation is required certifying that the umbrella will provide the coverage for the work performed.**

**As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Excess/Umbrella Limits: Amount \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Underlying Policy(ies) listed above to which Excess/Umbrella applies:**

\_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

# EXHIBIT C: GENERAL SERVICES AGREEMENT

## EAST BAY MUNICIPAL UTILITY DISTRICT GENERAL SERVICES AGREEMENT for Laboratory Services 0125

This General Services Agreement (“Agreement”) is by and between East Bay Municipal Utility District (“DISTRICT”), and \_\_\_\_\_ (“CONTRACTOR”) (collectively “the Parties”), and shall be for a term of two years, with three DISTRICT options to extend for a one-year period, effective as of the date of the last signature below.

DISTRICT desires to obtain as-needed laboratory analytical services (“the Services”) which are more fully described in Exhibit A to this Agreement; and

CONTRACTOR represents and warrants that it is professionally and legally qualified to provide the Services and is willing to provide them to DISTRICT; and

DISTRICT’s Board of Directors has authorized this Agreement by Motion Number \_\_\_\_\_;

DISTRICT and CONTRACTOR therefore agree as follows:

1. Provision of Services; Contents of Agreement. It is agreed that DISTRICT retains CONTRACTOR to provide the Services, and CONTRACTOR accepts such engagement based on the requirements described in this Agreement and the following Exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A     Scope of Services

Exhibit B     Insurance Requirements

Exhibit D     CEP Compliance (**Completed** P-25 or EEO-1 as required for all contracts over \$30K. See CEP and EEO Guidelines and Forms)

2. Compensation. The compensation payable to CONTRACTOR shall not exceed *Dollar Amount Written Out* (\$\_\_\_\_\_) for the term of this Agreement including any option periods exercised by the DISTRICT.
3. Independent Contractor.
  - a. CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR expressly warrants that it will not represent that it is an employee or servant of DISTRICT. CONTRACTOR is retained to render services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work. It is agreed by the Parties that CONTRACTOR, in the performance of its obligations under this Agreement, is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
  - b. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.
4. Notices.

Any notice from DISTRICT to CONTRACTOR shall be directed to:

(CONTRACTOR's firm's name)

(address)

Attention: (contact, usually the CONTRACTOR's project manager)

Email: (contact's email)

Any notice from CONTRACTOR to DISTRICT shall be directed to:

East Bay Municipal Utility District  
375 11th Street, MS 39  
Oakland, CA 94607-4246  
Attention: Jessica Allard  
Email: Jessica.allard@ebmud.com

Personal delivery or mailing with receipt of acceptance shall constitute a good, sufficient and lawful notice.

5. Insurance. CONTRACTOR shall take out and maintain during the life of the Agreement all of the insurance required, as set forth in Exhibit B (Insurance Requirements) to this Agreement. CONTRACTOR shall not commence work until such insurance has been approved by DISTRICT. Acceptance of the certificates shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease the liability of CONTRACTOR.
6. Contract Equity. CONTRACTOR expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONTRACTOR is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. CONTRACTOR understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONTRACTOR further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
7. Non-Discrimination.
  - a. **CONTRACTOR shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
  - b. CONTRACTOR shall include the bolded nondiscrimination provisions above in all subcontracts. CONTRACTOR shall not establish or permit any such discrimination. Contractors determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

8. Entire Agreement; Modification; Governing Law. This Agreement represents the entire understanding of DISTRICT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained in this agreement. This Agreement may only be modified by amendment in writing signed by each party. This Agreement and all matters relating to it shall be governed by the laws of the State of California.
9. Authority; Effective Date. Each party executing this Agreement warrants that he or she has authority to enter into this Agreement on behalf the party for whom he or she signs. This Agreement shall become effective as of the date of the second signature.
10. Term.
  - a. Unless earlier terminated, this Agreement shall commence on the Effective Date and shall continue in effect until two years from such date (the “[Initial] Term”)].
  - b. Following expiration of the Initial Term, DISTRICT may renew this Agreement for additional successive terms of one year by providing CONTRACTOR with written notice for up to three additional successive terms (each a “Renewal Term” and, collectively, together with the Initial Term, the “Term” or “term”).

The Parties intending to be legally bound now execute this Agreement on the dates noted below.

CONTRACTOR

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_  
(IF NECESSARY – when project is a “public work” and subject to prevailing wage payment)

Contractor’s California License No. \_\_\_\_\_

Class \_\_\_\_\_ Expiration Date \_\_\_\_\_  
(IF NECESSARY – when type of Service requires a licensed contractor)

EAST BAY MUNICIPAL UTILITY DISTRICT

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please consult Procedure 409 regarding OGC signature. Typically used if total of agreement will be above \$80,000. Gain OGC signature prior to award via GM-1 or after award if done via BD-1.

Approved as to Form:

By: \_\_\_\_\_  
for the Office of General Counsel



## EXHIBIT D

# IRAN CONTRACTING ACT CERTIFICATION

---

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- ☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

### CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Bidder)

Title: \_\_\_\_\_

Signed at: \_\_\_\_\_ County, State of: \_\_\_\_\_

**OR**

- ☐ 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*