

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) FOR LABORATORY SERVICES

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For complete information regarding this project, see RFP posted at <https://www.ebmud.com/business-center/requests-proposal-rfps/> or contact the EBMUD representative listed above. Please note that prospective proposers are responsible for reviewing this site during the RFP process, for any published addenda regarding this RFP.

RESPONSE DUE
by
4:00 p.m.
on
February 11, 2020
at
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607
Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for LABORATORY SERVICES

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I. STATEMENT OF WORK

A. SCOPE

The scope of this project is to provide laboratory analytical services on environmental samples for a period of three (3) years beginning July 1, 2020 and ending June 30, 2023 with the option to extend for two (2) additional one (1) year periods.

East Bay Municipal Utility District (District) intends to award a contract to the Proposer(s) who best meets the District's requirements. Multiple contacts may be awarded to allow for focused analytical support and for contingencies.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. The contractor or subcontractor must be certified by the California Department of Public Health Environmental Laboratory Accreditation Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP). For certifiable analyses, the contractor or subcontractor(s) must be certified by ELAP or NELAP for all analyses bid on the bid schedules. The contractor should be a Laboratory in good standing with ELAP or NELAP for at least five (5) years.
- b. 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, other than the work identified as subcontract work on the bidding sheets, without receiving prior approval of the designated representatives of the District Laboratory.
2. The Contractor shall complete all columns in the attached bidding sheet(s). As an addendum to the bidding sheet(s), the Contractor shall provide method detection limits (MDLs) as defined in 40CFR136 Appendix B and reporting limits (RLs) for the analytical parameters included in the scope of the methods for which the Contractor is bidding. The contractor shall provide a definition for their RLs.
3. 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.

4. 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
5. The analytical data must be delivered to the Laboratory within the specified turnaround time.
6. 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 specified District contact on the sample chain-of-custody.
7. Delivery of the results to the District contact must be made in the following manner:
 - a. For rush turnaround times (15 calendar days or less excluding holidays):
 - (1) A paper report, or
 - (2) An email with the results, or
 - (3) A fax transmittal, or
 - (4) An electronic data deliverable (EDD) as specified in Appendix A.
8. For standard turnaround times (21 calendar days or as negotiated between the District and the Contractor)
 - a. A signed paper report with all the required deliverables and
 - b. An Electronic Data Deliverable (EDD) as specified in Appendix A.
9. In order to satisfy the rush turnaround time requirements, the Contractor may transmit the data to the District via paper reports, email, or faxes. However, all results shall be delivered to the District in the form of a signed hard copy report or an electronic copy in PDF or HTML format and the EDD no later than 7 days past the rush turnaround time contracted due date. For standard turnaround times, the signed paper report and the EDD must be received by the 21st day or as negotiated between the District and the Contractor. All submittals by the Contractor shall be received by the District contact before 4:00 PM on the turnaround time due date.
10. District holidays and weekends shall be excluded in the calculation of the due date for rush turnaround times. However, weekends and holidays are included in

the calculation of the due date for sample requested with a standard turnaround time of 21 days.

11. All requests for rush turnaround shall be agreed upon between the District and the Contractor prior to the submission of samples to the Contractor.
12. 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 report of analytical results to the District designee 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 report of analytical results to the District designee for a period longer than 7 days beyond the penalty date calculated in paragraph K.1.a., the report of analytical results shall be submitted as soon as possible to the District at no charge.
 - b. Penalties assessed for not meeting the standard turnaround time (21 days).
 - (1) If the Contractor fails to submit the report of analytical results 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 of 21 days can be extended with the consent of the District if the analytical method requires it. All standard turnaround time extensions shall be negotiated between the Contractor and the District contact.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	January 28, 2020
Addendum to Announce Pre-Approved Equivalents (if necessary)	
Response Due	February 11, 2020 by 4:00 p.m.
Anticipated Contract Start Date	May 1, 2020

Note: All dates are subject to change.

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.

A. PROPOSAL CONFERENCE

Proposal conference will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
3. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in Addenda following the Proposal conference.

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:

	Evaluation Criteria
A.	<p>Technical Criteria:</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"> 1. 2. 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.
B.	<p>Cost:</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"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project). <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>
C.	<p>Relevant Experience:</p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?
D.	<p>References (See Exhibit A – RFP Response Packet):</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>
E.	<p>Understanding of the Project:</p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p>

	<ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?
F.	<p>Methodology: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the District's time schedule?
G.	<p>Contract Equity Program: 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 24 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) business days 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 or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, 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 day 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 business days from the date of receipt of the requesting organization’s determination on the protest. 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. WARRANTY

1. Proposer expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Proposer expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Proposer warrants that all work and services furnished hereunder shall be guaranteed from the date of acceptance by the District.

F. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
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.

G. LIQUIDATED DAMAGES

1. A deduction for liquidated damages of \$ per (unit of measure: day, week, etc.) will be assessed for not meeting performance requirements as prescribed in this RFP after (date).
2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due under the agreement arising from this RFP.
3. 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. ESPONSE 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: Yuyun Shang, Manager of Laboratory and Technical Services
EBMUD – Wastewater Department
E-Mail: yuyun.shang@ebmud.com
PHONE: (510) 287-1435

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Yuyun Shang, Manager of Laboratory and Technical Services
EBMUD- Wastewater Department
E-Mail: yuyun.shang@ebmud.com
PHONE: (510)287-1435

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail (“e-mail”).

3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
4. RFP responses are to be addressed/delivered as follows:

Mailed:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
Laboratory Services
EBMUD—Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
Laboratory Services
EBMUD—Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

Proposer's name, return address, and the RFP number and title must also appear on the mailing package.

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures.
6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. 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.

8. 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.
9. 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.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, 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

To: The EAST BAY MUNICIPAL UTILITY District ("District")

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, ONE COPY, AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **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.**



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):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> 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: _____

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.

The following must be included with all required samples:

1. Cover page with laboratory information, address and signature of person authorized to report the analytical data.
2. Documentation regarding the sample conditions on arrival at the laboratory. Original copies of cooler receipt forms as well as original copies of chain of custody forms shall be provided with laboratory data packages.
3. For each analytical method, the laboratory shall report all detected analytes above the 40CFR136 App. B mdl or the laboratory's rl. RIs and mdls will be reported for all analytes.
4. All soil samples will be reported on a wet weight basis with the percent moisture reported for each sample upon request.
5. Dilution factors, date of extraction/preparation, and date of analysis shall be reported for each analyte and method.
6. Reports of method blanks shall include all analytes for each analytical method. Analytical results for each sample shall be clearly associated with a particular method blank. Any detected concentration found in method blanks shall be reported. Reports of concentrations below the rl are necessary to evaluate low-level determinations of target compounds in samples.
7. Recoveries for surrogate spikes and internal standards shall be reported for all applicable methods. The report shall also specify the control limits for the surrogates and internal standards recoveries.

8. 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 report shall also specify control limits for spike recoveries and the relative percent difference (RPD) for each spiked analyte.
9. Results for laboratory duplicates shall be reported with rpd limits for duplicate analyses and control limits.
10. 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.
11. Initial calibration check/verification and continuing calibration check/verification results shall be reported for analyses as appropriate for the method. The report shall also specify the control limits for the calibration check recoveries.
12. Submission of data with electronic data deliverable (EDD) is required for all analyses performed on schedule I and IV. EDD are typically transmitted as an Excel spreadsheet or as csv file. The edd must contain the field listed in Table I. The field order of the transmittal must be the same as the order shown in Table I.

TABLE 1

FIELD	INSTRUCTIONS																				
LAB ID	SUBCONTRACT LABORATORY ID.																				
EBMUD SAMPLE ID	EBMUD LABORATORY ID. FORMAT IS 'LXXXXXX-X'. LEAVE BLANK FOR QC SAMPLES.																				
SAMP_TYPE	<p>SAMPLE TYPE. VALID FIELDS:</p> <table> <tr> <td>SAMP</td><td>CLIENT SAMPLE</td></tr> <tr> <td>BLANK METH</td><td>METHOD BLANK</td></tr> <tr> <td>SPIKE BLNK</td><td>SPIKED BLANK</td></tr> <tr> <td>DUP</td><td>SAMPLE DUPLICATE</td></tr> <tr> <td>LCS</td><td>LABORATORY</td></tr> <tr> <td></td><td>CONTROL SAMPLE</td></tr> <tr> <td>CHK STND</td><td>CHECK STANDARD</td></tr> <tr> <td>MS</td><td>MATRIX SPIKE</td></tr> <tr> <td>MSD</td><td>MATRIX SPIKE</td></tr> <tr> <td></td><td>DUPLICATE</td></tr> </table> <p>CANNOT BE NULL.</p>	SAMP	CLIENT SAMPLE	BLANK METH	METHOD BLANK	SPIKE BLNK	SPIKED BLANK	DUP	SAMPLE DUPLICATE	LCS	LABORATORY		CONTROL SAMPLE	CHK STND	CHECK STANDARD	MS	MATRIX SPIKE	MSD	MATRIX SPIKE		DUPLICATE
SAMP	CLIENT SAMPLE																				
BLANK METH	METHOD BLANK																				
SPIKE BLNK	SPIKED BLANK																				
DUP	SAMPLE DUPLICATE																				
LCS	LABORATORY																				
	CONTROL SAMPLE																				
CHK STND	CHECK STANDARD																				
MS	MATRIX SPIKE																				
MSD	MATRIX SPIKE																				
	DUPLICATE																				
PREP_DATE1	DATE THE SAMPLE WAS PREPPED. IF NO PREPARATORY STEP IS INVOLVED, REPORT THE MEASURED DATE. FORMAT IS DD-MON-YY. CANNOT BE NULL.																				
MEASURE DATE	DATE THE SAMPLE WAS ANALYSED. FORMAT IS DD-MON-YY																				

FIELD	INSTRUCTIONS																		
	HH24:MI CANNOT BE NULL.																		
METHOD REF	SUBCONTRACT METHOD REFERENCE. CANNOT BE NULL.																		
PARAMETER NAME	SUBCONTRACT TARGET ANALYTE NAME. CANNOT BE NULL																		
CAS NUMBER	FORMAT IS 'CAS NO XXX-XX-X'. CANNOT BE NULL. WHEN A CAS NUMBER IS NOT BE AVAILABLE FOR AN ANALYTE, EBMUD WILL PROVIDE A NUMBER IN THE FORMAT 'EBMUD NO X"																		
PARAMETER TYPE	<p>TYPE OF PARAMETERS. VALID ENTRIES:</p> <table> <tr> <td>FIELD</td><td>FIELD ANALYSIS/OBSERVATION DATA PARAMETERS</td></tr> <tr> <td>ISTD</td><td>INTERNAL STANDARD</td></tr> <tr> <td>PREP</td><td>PREPARATION PARAMETERS (VOLUME, WT., ETC.)</td></tr> <tr> <td>REC</td><td>RECOVERY DATA PARAMETERS</td></tr> <tr> <td>REC SPIKE</td><td>SPIKE RECOVERY DATA PARAMETERS</td></tr> <tr> <td>REG</td><td>TARGET ANALYTES</td></tr> <tr> <td>RPD</td><td>REL. % DIFFERENCE USING BASE VALUES</td></tr> <tr> <td>RPD REC</td><td>REL. % DIFFERENCE USING RECOVERIES</td></tr> <tr> <td>SURR</td><td>SURROGATE PARAMETERS</td></tr> </table> <p>CANNOT BE NULL.</p>	FIELD	FIELD ANALYSIS/OBSERVATION DATA PARAMETERS	ISTD	INTERNAL STANDARD	PREP	PREPARATION PARAMETERS (VOLUME, WT., ETC.)	REC	RECOVERY DATA PARAMETERS	REC SPIKE	SPIKE RECOVERY DATA PARAMETERS	REG	TARGET ANALYTES	RPD	REL. % DIFFERENCE USING BASE VALUES	RPD REC	REL. % DIFFERENCE USING RECOVERIES	SURR	SURROGATE PARAMETERS
FIELD	FIELD ANALYSIS/OBSERVATION DATA PARAMETERS																		
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REC SPIKE	SPIKE RECOVERY DATA PARAMETERS																		
REG	TARGET ANALYTES																		
RPD	REL. % DIFFERENCE USING BASE VALUES																		
RPD REC	REL. % DIFFERENCE USING RECOVERIES																		
SURR	SURROGATE PARAMETERS																		
QUAL	SUBCONTRACT DATA QUALIFIER. CAN BE NULL.																		
QUAL DEF	SUBCONTRACT DEFINITION FOR THE QUALIFIER. CAN BE NULL WHEN THE QUAL FIELD IS NULL.																		
DILUTION	SAMPLE DILUTION USED FOR ANALYSIS. CANNOT BE NULL.																		
RESULT	ANALYTICAL RESULT, QC SAMPLE RESULT. CANNOT BE NULL.																		
UNITS	<p>VALID ENTRIES:</p> <p>%</p> <p>%</p> <p>RECOVERY</p> <p>CFU/ML</p> <p>MGD</p> <p>DEG C</p> <p>DEG F</p> <p>FEET</p> <p>G</p> <p>KG</p> <p>ML</p> <p>ML/L</p> <p>MF/L</p> <p>MG</p> <p>MG/L</p> <p>MG/KG</p> <p>NG/L</p> <p>NG/KG</p> <p>NONE</p> <p>PCI/L</p>																		

FIELD	INSTRUCTIONS
	PG/L PH UNITS RPD UG/L UG/KG UMHOS/CM CANNOT BE NULL.
RDL VALUE	SUBCONTRACT REPORTING LIMIT (RL). CANNOT BE NULL.
MDL VALUE	SUBCONTRACT DETECTION LIMIT. CANNOT BE NULL.

13. The data package is not considered complete until all data deliverables (data report and/or electronic data deliverables) have been received and verified complete.

14. Courier services will be provided by laboratories at no cost to the District.

Request For Proposal No. Pur _____
Laboratory Services – General Services
Bidding Sheet

Name Of Bidder: _____

Schedule I – Inorganic, Organic, And Metal Analyses

Item	Analyses	Method Reference ¹ (Must Meet Regulatory Reporting Requirements)	Matrix	Sub ²	#/Yr ³	Unit Cost ⁴	Ext. \$
Inorganic Analyses							
1	Anions Scan By IC (1-3 Anions)	EPA 300	Solid	_____	25	\$ _____	\$ _____
2	Anions Scan By IC (4 Or More Anions)	EPA 300	Solid	_____	25	\$ _____	\$ _____
3	Anions Scan By IC (1-3 Anions)	EPA 300	Wet Or Tcpl Leachate	_____	10	\$ _____	\$ _____
4	Anions Scan By IC (4 Or More Anions)	EPA 300	Wet Or Tcpl Leachate	_____	10	\$ _____	\$ _____
5	Individual Anions By IC	EPA 300	Wet Or Tcpl Leachate	_____	10	\$ _____	\$ _____
6	Individual Anions By IC	EPA 300	Solid	_____	20	\$ _____	\$ _____
7	Bromate	EPA 317	Solid	_____	20	\$ _____	\$ _____
8	CAM 17 Metals	SW846 6010	Solid	_____	25	\$ _____	\$ _____
9	CA Title 22 Metals	SW846 6010	Solid	_____	25	\$ _____	\$ _____
10	Chromium +6: Spec	EPA 7196A or Equivalent:	Wastewater	_____	10	\$ _____	\$ _____

Item	Analyses	Method Reference¹ (Must Meet Regulatory Reporting Requirements)	Matrix	Sub²	#/Yr³	Unit Cost⁴	Ext. \$
11	Chromium, Hexavalent, Spectrophotometric	EPA 7196 or Equivalent	Solid	_____	10	\$ _____	\$ _____
12	Cyanide, Total, Spectroscopy	EPA 9010 or Equivalent	Solid	_____	20	\$ _____	\$ _____
13	Phenolics, Total, Spectroscopy	EPA 9065 or Equivalent	Solid	_____	10	\$ _____	\$ _____
14	Phosphate, Total, Spectroscopy	EPA 365.3	Solid	_____	10	\$ _____	\$ _____
15	Total Solids	EPA 160.3/ SM2540B	Solid	_____	5	\$ _____	\$ _____
16	Methyl Mercury, Distil, Ethylation, Purge & Trap, Cold Vapor Atomic Fluorescence	EPA 1630 or Equivalent	Wastewater	_____	50	\$ _____	\$ _____
17	Reactive Sulfide	SW846		_____	5	\$ _____	\$ _____
18	STLC Metals	EPA Title 22	Aqueous	_____	25	\$ _____	\$ _____
19	Surfactants, Methylene Blue Active Substances (Mbas), Colorimetric	SM(18)5540C or Equivalent	Wastewater	_____	50	\$ _____	\$ _____
20	Surfactants, Methylene Blue Active Substances (Mbas), Colorimetric	SM(18)5540C or Equivalent:	Water	_____	25	\$ _____	\$ _____
21	TCLP Metals	Sw846 Method 1311	Aqueous	_____	25	\$ _____	\$ _____
22	TTLC Metals	EPA Title 22	Aqueous	_____	25	\$ _____	\$ _____

Item	Analyses	Method Reference ¹ (Must Meet Regulatory Reporting Requirements)	Matrix	Sub ²	#/Yr ³	Unit Cost ⁴	Ext. \$
Organic Analyses							
15	Organochlorine Pesticides, GC/ECD	EPA 8081A or Equivalent	Solid	_____	5	\$ _____	\$ _____
16	PCBS, GC/ECD	EPA 8082B or Equivalent	Solid	_____	20	\$ _____	\$ _____
17	Volatile Organic Compounds By Gas Chromatography/Mass Spectrometry (GC/MS)	EPA 8260B or Equivalent	Solid	_____	20	\$ _____	\$ _____
18	BTEX Compounds By Gas Chromatography/Mass Spectrometry (GC/MS)	EPA 8260B or Equivalent	Solid	_____	5	\$ _____	\$ _____
19	THM Compounds By Gas Chromatography/Mass Spectrometry (GC/MS)	EPA 8260B or Equivalent	Water	_____	5	\$ _____	\$ _____
20	Semivolatile Organic Compounds By Gas Chromatography/Mass Spectrometry (GC/MS)	EPA 8270D or Equivalent	Solid	_____	5	\$ _____	\$ _____
21	Volatile Organic Compounds Specific To The Pharmaceutical Manufacturing Industry By	EPA 1666	Wastewater	_____	10	\$ _____	\$ _____

Item	Analyses	Method Reference ¹ (Must Meet Regulatory Reporting Requirements)	Matrix	Sub ²	#/Yr ³	Unit Cost ⁴	Ext. \$
	Isotope Dilution GC/MS						
22	Base/Neutrals And Acids	EPA 625 – Attachment 1	Wastewater	_____	10	\$ _____	\$ _____
23	Organochlorine Pesticides, GC/ECD	EPA 8081A or Equivalent	Wet Or Tcpl Leachate	_____	10	\$ _____	\$ _____
24	PCBS, GC/ECD	EPA 8082B or Equivalent	Wet Or Tcpl Leachate	_____	5	\$ _____	\$ _____
25	EDB/DBCP, GC/ECD	EPA 504	Water	_____	5	\$ _____	\$ _____
26	PCBS, GC/ECD	EPA 508	Water	_____	5	\$ _____	\$ _____
27	Herbicides, Chlorinated Acids, GC/ECD	EPA 515	Water	_____	5	\$ _____	\$ _____
28	Carbamates	EPA 531	Water	_____	5	\$ _____	\$ _____
29	Glyphosate	EPA 547	Water	_____	5	\$ _____	\$ _____
30	Endothall	EPA 548	Water	_____	5	\$ _____	\$ _____
31	Diquat	EPA 549	Water	_____	5	\$ _____	\$ _____
32	DBPS, Aldehydes, GC/ECD	EPA 556	Water	_____	5	\$ _____	\$ _____
33	Organochlorine Pesticides, And PCBS, GC/ECD	EPA 608	Wastewater	_____	5	\$ _____	\$ _____
34	Chlorinated Biphenyl Congeners – 40 Congeners	EPA 1668C	Water	_____	5	\$ _____	\$ _____
Total Cost						\$ _____	

¹ Indicate proposed method for analysis by entering a proposed method, circling the listed method, or entering an equivalent method.

- ² Indicate whether analysis is subcontracted to another laboratory. If subcontracted then enter 'y'; if not enter 'n'.
- ³ The estimated number of analyses are 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.
- ⁴ Bid prices must include all costs associated with performing the analytical work. These charges include sample pickup, sample containers, shipping containers, delivery of results to district, and all other overhead costs related to meeting this bid's requirements.

REQUEST FOR PROPOSAL NO. PUR _____

LABORATORY SERVICES

BIDDING SHEET (CONTINUED)

NAME OF BIDDER: _____

RUSH FACTORS FOR ACCELERATED TURNAROUND TIMES

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 (STANDARD)	1

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

ITEM	DISCOUNT (%)
ANALYSES NOT INCLUDED ON BIDDING SHEETS	



PAYMENT TERM DISCOUNT _____

THE PRICES QUOTED SHALL NOT INCLUDE THE CALIFORNIA STATE SALES OR USE TAX; SAID TAX, WHEREVER APPLICABLE, WILL BE PAID BY THE DISTRICT TO THE CONTRACTOR IF LICENSED TO COLLECT SAME, OR OTHERWISE DIRECTLY TO THE STATE.

BIDDER'S FEDERAL E.I. NUMBER _____

CONTACT PERSON FOR CONTRACT EXECUTION:

COMPANY NAME: _____

NAME: _____ TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____ FAX NO.: _____

E-MAIL ADDRESS: _____

MAY WE CONTACT YOU THROUGH E-MAIL?

☐ YES

☐



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 services/training to District staff and all key personnel who will provide maintenance and 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. **Copy of Laboratory's Quality Assurance Manual, last 2 years PT sample results for analyses and current ELAP Certificate**
4. **Subcontract and Network Laboratories:** The District does allow subcontract of analytical work without prior authorization. This includes analyses to network laboratories under the same corporation or management. The response to proposal must specify primary and subcontract or network laboratories conducting work under this contract and provide equivalent information (QA Manual, 2 years PT results and ELAP certificate. Any subcontract or network laboratories used in support of the primary contractor are subject to the contractual requirements.
5. **References:** References MUST demonstrate the successful completion of analyses of the same quality and manner as that which is described in this RFP.
 - (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

Proposer Name: _____

Proposer must provide a minimum of three (3) 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

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.	<i>Proposer takes exception to...</i>

*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 found at the following direct link:

[Contract Equity Guidelines and Forms](#)

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

<http://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

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 award.

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 and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

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.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

INSURANCE

A. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

B. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

C. Professional Liability Insurance (Errors and Omissions)

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall maintain during the life of the agreement professional liability insurance with a minimum of \$2,000,000/Occurrence. A three year tail is required if coverage on a claims-made basis. A deductible may be acceptable upon approval by the District. The policy will provide 30 days advance written notice to the District for cancellation or reduction in coverage. The Consultant shall require any subcontractor to provide evidence of the same professional liability insurance coverage.

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 period of coverage for a minimum of three (3) years after completion of the Services.

D. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$1,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.
\$1,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.

2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.



EXHIBIT C

EXAMPLE CONTRACT