

-REQUEST FOR PROPOSAL

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

V E N D O R	Sacramento Area Sewer District 10060 Goethe Road Sacramento, CA 95827	Issue Date	November 20, 2025
		Proposal Number	RFP #8520
		Return your proposal in an envelope, sealed and clearly marked on the outside with bid number and date shown below, to:	
		Sacramento Area Sewer District 8521 Laguna Station Road Elk Grove, CA 95758 ATTN: RFP #8520	
		The proposal must be received and logged in prior to the indicated date and time. Proposal will not be accepted after 3:00 pm on:	
		December 17, 2025	
		For Additional Information, Contact	
		Issuing Officer	Tyler Carlson
		Phone	(916) 875-1012

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

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

Firm Name	Terms of Sale
Signature	F.O.B. Point: Destination
Printed Name	Shipping Date _____ / ARO
Job Title	Estimated Day of Arrival at Destination _____ /After Shipment
Date:	Telephone:
Email:	Fax:

ODOR CONTROL FOR S016 SEWER PUMP STATION AND FORCE MAIN CONTRACT

The Sacramento Area Sewer District (SacSewer) is soliciting proposals to establish a three-year contract with an option to extend the contract period for two additional one-year periods for a proven microbiological chemical product that treats odors in the sewage pump station wet well and force main. The contract aims to provide the best value to SacSewer. All supplies and work furnished shall be provided in accordance with contract specifications and terms and conditions set forth herein.

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT:
Sacramento Area Sewer District invites sealed Proposals for
ODOR CONTROL FOR S016 SEWER PUMP STATION AND FORCE MAIN CONTRACT

Sealed proposals for RFP #8520 to provide:
Odor Control for S016 Sewer Pump Station and Force Main Contract

Proposals will be received at:

Sacramento Area Sewer District
8521 Laguna Station Road
Sacramento, CA 95758, until
3:00 pm on December 17, 2025

To be publicly opened and declared aloud by SacSewer representatives. Any Contractor who wishes its proposal to be considered is responsible for making certain that its proposal is delivered to the said Purchasing Office.

Proposal shall be addressed to:
Sacramento Area Sewer District
8521 Laguna Station Road
Elk Grove, CA 95758
Attn: RFP #8520

Detailed proposal request document **RFP #8520** can be obtained from SacSewer's website at
<https://www.sacsewer.com/business-opportunities>

Department of Industrial Relations (DIR) Compliance

- A. When applicable, no Contractor or Subcontractor may be listed on a proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- B. When applicable, no Contractor or Subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, when applicable.

SacSewer currently uses microbial chemicals (Microbe-Lift IND & DGTT) to address odor issues for the S016 sewage pump station and force main. Microbial chemicals are injected into an upstream manhole at a decommissioned pump station to treat odor through the incoming flows at S016. The area's primary odor complaints stem from the pump station wet well and two combination air relief valve (CARV) manholes along the S016 force main. The current chemical injection setup has resolved the odor issues.

Contractors must submit a proposal for microbial odor control products and services (optional) and properly fill out the Vendor price proposal to be ranked. SacSewer will evaluate and rank the Contractor's proposal using criteria detailed in this RFP.

When applicable, Contractors are hereby notified that pursuant to Part 7, Chapter 1, Article 2, Section 1770, et seq., of the Labor Code of the State of California, the successful Contractor and its subcontractors shall pay their labor forces not less than the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations, and travel and subsistence pay as such are defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of said Labor Code, for work needed and performed on this project. It shall, pursuant to the provisions of Section 1773.2 of said Labor Code, be a requirement of the work for the successful bidding Contractor to post and maintain a copy of said wages' determinations at the project site throughout the duration of the work, when applicable.

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

KEY ACTION DATES

RFP Advertised: November 20, 2025

Optional Pre-Bid Meeting/
Field Visit Walk-Through: December 2, 2025

Optional: Pre-Proposal Meeting/Field Visit Walk-Through to occur at SacSewer's S015- Chemical Dosing Site at 4211 Don Julio Blvd, North Highlands, CA 95660.
The Meeting starts at 9:00 am and is expected to last one hour. This includes a site visit to the S016 pump station and the force main.

Questions Deadline: December 4, 2025, by 3:00 pm

Proposal Due Date: December 17, 2025, by 3:00 pm

Intent to Award: January 7, 2026

Submit Insurance and Bonds January 14, 2026

Contract Award: January 20, 2026

1. INTRODUCTION

1.1 INVITATION - SacSewer invites Responses that offer to provide the services identified on the Cover Sheet.

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

1.2.1 WE/US/OUR are terms which refer to SacSewer, a duly organized public entity. They may also be used as pronouns for various subsets of the SacSewer organization, including, as the context will indicate:

SacSewer – Sacramento Area Sewer District

1.2.2 YOU/YOUR are terms that refer to businesses having some sort of relationship to or with us. The term may apply differently, as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Proposer or Supplier will have:

Supplier - A business entity engaged in the business of providing contract temporary personnel services.

Proposer - A business entity submitting a Response to this RFP. Suppliers that may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the proposal requirements.

Contractor/Vendor - The Proposer(s) whose response to this RFP is evaluated as meeting the needs of SacSewer. Contractor(s) will be selected for award and will enter into a contract(s) for the provision of the services described in the RFP. The terms “Contractor” and “Vendor” are used synonymously, and either term is used throughout these RFP documents.

Subcontractor - A company that enters into a business relationship with the Contractor. The Contractor may seek to place employees of the Subcontractor for the services described in the RFP.

Contractor's Employee - All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex, Worker's Comp, SDI, etc.).

1.2.3 REQUEST FOR PROPOSAL (RFP) - This entire document, including attachments.

1.2.4 RESPONSE - The written, signed, and sealed document submitted according to the RFP instructions. The response does not include any verbal or documentary interaction you may have with us, apart from the submission of a formal response. Verbal interactions will not be binding on SacSewer or Contractor with respect to requirements stated within this RFP or resulting contractual obligations.

1.3 RFP CLARIFICATION - Questions regarding this RFP should be directed to the Issuing Officer specified below. Answers citing the question, but not identifying the Contractor, will be distributed simultaneously to all known prospective proposers via email. Oral answers provided by SacSewer, or its agents, shall not be binding.

1.3.1 DEADLINE FOR PROPOSAL SUBMITTAL – December 17, 2025, until 3:00 pm

1.3.2 PROPOSER RESPONSIBILITY - We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a Contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions, and specifications of this RFP unless you have specifically, by Section number, raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

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

1.3.2.2 COMPLETENESS – Proposals shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.

1.3.2.3 FALSE/MISLEADING STATEMENTS - Proposals that contain false or misleading statements, or which provide references that do not support an attribute or capability of the proposed system, may be rejected. If, in the opinion of SacSewer, such information was intended to mislead SacSewer in its evaluation of the proposal and the attribute, condition, or capability as a requirement of the RFP, the proposal shall be rejected.

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

1.4 AWARD - SacSewer will award to the contactor(s) who presents the greatest value, in our view, to SacSewer from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by SacSewer to be in the best interest of SacSewer. Thus, the result will not be determined solely by price.

OPTIONAL PRE-BID MEETING/FIELD VISIT WALK-THROUGH – Prospective Vendors can attend the Optional Pre-Bid Meeting/ Field Visit Walk-Through (Meeting). The optional meeting will begin at 9:00 am on December 2, 2025, at SacSewer’s S015 Don Julio Pump Station, located at 4211 Don Julio Blvd., North Highlands, CA 95660. The Meeting will include a field site visit to the S016 pump station and force main.

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

1.5.1 PRECEDENCE - In the event of contradictions or conflicts between the provisions of the documents comprising the contract, they will be resolved by giving precedence in the following order:

- 1) The provisions of the contract (as it may be amended);
- 2) The provisions of the Contractor's Response (as it may be clarified);
- 3) The provisions of the RFP (as it may be supplemented).

1.7 CONTRACT PERIOD - Any contract resulting from this RFP shall be for a three-year period. SacSewer reserves the right to extend the contract period for two (2) additional one-year periods. Such extension(s) will be at SacSewer's option, subject to the same specifications, terms, conditions, favorable prices, and Agreement between the Contractor and SacSewer.

1.8 BONDING REQUIREMENTS

If awarded an Agreement with SacSewer, the Contractor must be able to secure and maintain a Performance Bond with the amount of the bond based on the Vendor's estimated annual operating costs in the performance of the Agreement. Vendor is required to state the amount of the Performance Bond to be maintained as part of its RFP response. The entire cost of the bond shall be borne by the successful Contractor.

Operations Performance Bond (Annually Renewable)

In sum, not less than one hundred percent (100%) of the estimated annual operating costs to guarantee the faithful performance of all covenants and stipulations during the term of the Agreement. The bond shall contain a provision that the Surety thereon expressly waives the provisions of California Civil Code Sections 2819 and 2845.

Notification of Surety Companies

The Surety Company shall be familiar with all the provisions and conditions of the Agreement. It is understood and agreed that the Surety waives notice of change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by SacSewer or SacSewer's authorized agents under the terms of the Agreement; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Agreement.

Bond is Annually Renewable

The required Performance Bond shall be annually renewable but shall allow for the Surety's non-renewal without penalty at the Surety's option.

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

Issuing Officer:

Tyler Carlson
Contract Services Officer
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-1012
carlsont@sacsewer.com

Information provided in this proposal:

- Cover Page (page 1)
- Notice to Contractors
- Key Action Dates
- Introduction
- General Conditions
- Background
- Scope of Work
- Specifications
- Terms and Conditions
- Evaluation and Award Matrix
- SacSewer Insurance Requirements
- Vendor Questionnaire
- Contractor License Certification
- Proposer's Statement Regarding Insurance Coverage
- Vendor Price Proposal
- Performance Bond Annually Renewable
- Instructions for Performance Bond
- Payment Bond
- Instructions for Payment Bond
- Exception Response Page
- Noncollusion Declaration

Proposal Response: Interested proposers must complete and return the following pages/sections by the closing date and time shown on the cover page in order to be considered.

- Cover Page with authorized signature.
- Vendor Questionnaire – be sure to include a copy of the requested documents, including but not limited to current business and Contractor's licenses.
- Contractor License Certification, when applicable
- Proposer's Statement Regarding Insurance Coverage
- Vendor Price Proposal for each Scope of Work submitted
- Instructions for Performance Bond
- Instructions for Payment Bond
- Subcontractors page
- Exception / Response Page
- Non-Collusion Declaration
- Three (3) copies of the proposal, and mark the original as the "Original" or "Master Copy"

Note: SacSewer will not accept proposals by way of facsimile transmission or email. Proposals must be signed and received in a sealed envelope. Refer to instructions on the cover page.

Protests: After receipt of SacSewer's Intent to Award notice, any proposer with questions or concerns should immediately contact the Issuing Officer for discussion. Any proposer who believes they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to

Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of SacSewer. **No protest received after 4 pm on the 3rd business day shall be accepted.**

If any SacSewer holiday falls within the 3-business-day protest response period, the protest acceptance period will be extended by the holiday(s). For example, if the Intent to Award notice is issued on a Friday, a protest must be received by Wednesday at 4 pm. Should any of the 3 days be a SacSewer holiday, the deadline will be extended by the number of holidays occurring during the 3-business-day protest response period.

GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in SacSewer Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of SacSewer warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from SacSewer, the Vendor certifies that their business entity is in compliance with the Americans with Disabilities Act of 1990, as amended.
5. **HOLD HARMLESS:** The Vendor shall hold SacSewer, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against SacSewer or himself because of the unauthorized use of such articles.
6. **DEFAULT BY VENDOR:** In case of default by Vendor, SacSewer may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Vendor, the difference between the price named in the contract or purchase order and actual cost thereof to SacSewer. Prices paid by SacSewer shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the SacSewer Purchasing Manager.
7. **RIGHT TO AUDIT:** SacSewer reserves the right to verify, by examination of Vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by Contractor either in whole or in part, without the prior written approval of SacSewer Purchasing Manager. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders the final payment to the quoter.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this Agreement and, subject to the limitations of Paragraph 8, the provisions of this Agreement shall

extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. **F.E.T. EXEMPTION:** SacSewer is exempted from payment of Federal Excise Tax. No federal tax shall be included in the price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by SacSewer without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** Neither CONTRACTOR nor SACSEWER shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such Party and without fault or negligence of such Party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other Party or third parties (except as otherwise specifically provided herein).
16. **INVOICING:** Upon submission of invoices, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the Vendor and approved by the Purchasing Manager.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after the award of the Contract, Vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial Code shall apply.
18. **SCERS POST RETIREMENT EMPLOYMENT POLICY**

Any employee of, or Contractor retained by, CONTRACTOR who is retired from Sacramento County and/or SacSewer service is subject to SCERS Post Retirement Employment Policy and must adhere

to limitations on post-retirement service, including a 180-day waiting period before working for the County or SacSewer and a 960-hour per calendar year cap when working for the County or SacSewer.

Upon execution of this Agreement, CONTRACTOR shall report to SacSewer in writing the names of current and future employees who will provide services under this Agreement, who are retired from Sacramento County and/or SacSewer employment.

CONTRACTOR must report to SacSewer in writing on a semi-annual basis (January 5 and July 5 of each calendar year), the names of employees retired from Sacramento County and/or SacSewer employment providing services under this Agreement, and the hours those employees have worked during the applicable reporting period. CONTRACTOR shall submit reports to SDASCERSReporting@sacsewer.com. CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

BACKGROUND

INTRODUCTION

SacSewer is soliciting proposals from qualified firms for microbial chemical products that treat odors in sewage pump stations and force mains. The proposal includes

- Cost of chemicals, excluding shipping costs or sales tax. The cost of chemicals should also include
 - Developing and implementing an initial dosing plan based on system characteristics and sewage flow rates provided by SacSewer.
 - Providing adjustment of chemical feed rates to ensure effective and efficient odor control in the S016 system, based on sampling and monitoring data provided by SacSewer
 - Providing system optimization recommendation services
- Optional Services, including delivery of chemicals and SacSewer-escorted fill-up of onsite chemical tanks, visit to sites as needed for troubleshooting, etc. The Vendor’s field sampling, as needed, shall be included in these optional services. The optional services also include any mixing of chemicals, when required at the site, by the Vendor. SacSewer will not provide any service related to mixing chemicals before injection.

SacSewer will provide two 275-gallon chemical storage tanks and two chemical pumps housed inside a permanent shed at S015. The storage tanks will have spill containment. Electrical service is available on-site.

SacSewer seeks a contract with the most responsive and responsible Vendor to provide the products and the optional services. The optional services include, but are not limited to, SacSewer-escorted chemical product delivery to S015 and fill-up service, as well as any other services stated above.

SacSewer will provide chemical feed monitoring, sampling, and data analysis, and will assist the Vendor in post-installation troubleshooting

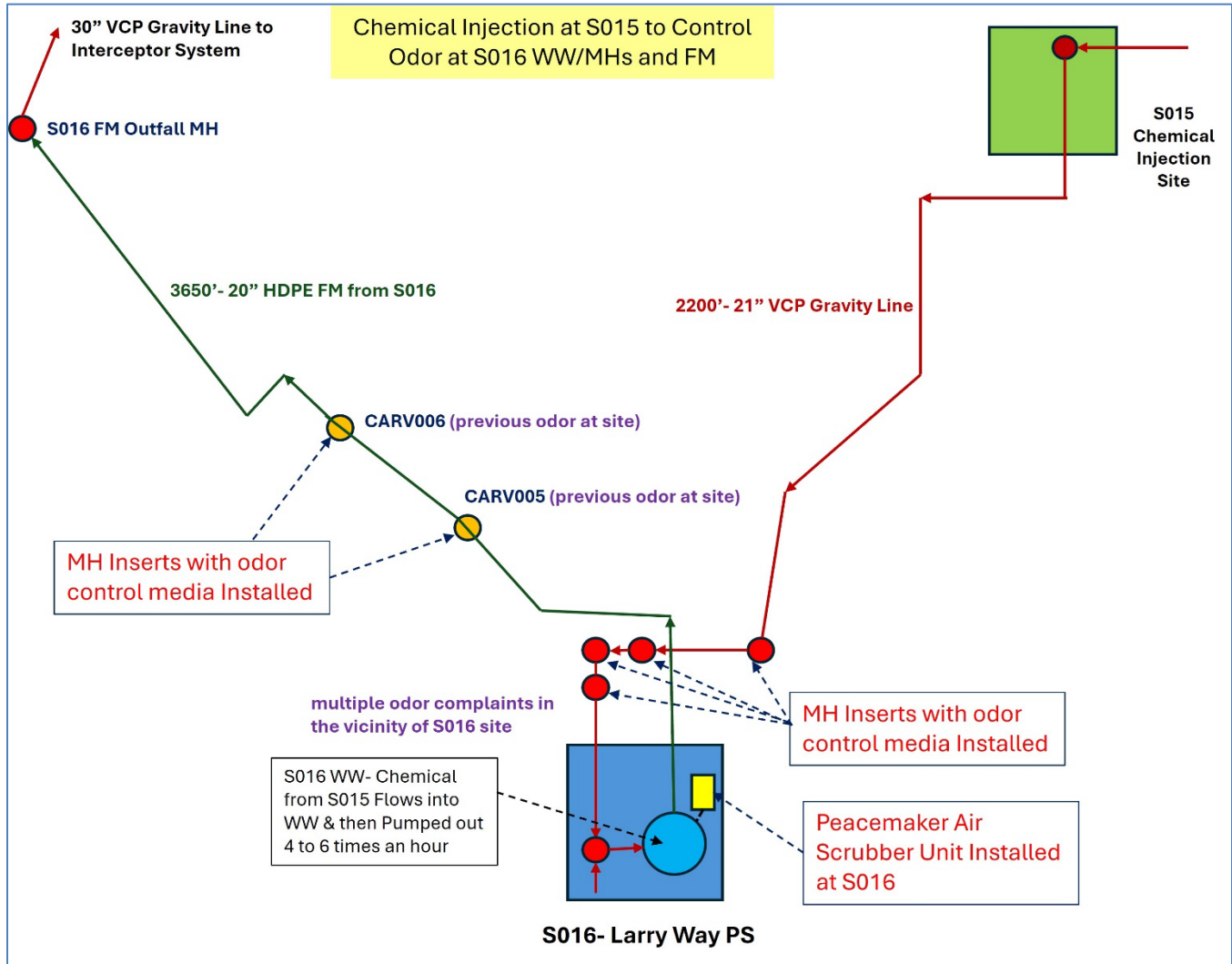
SacSewer’s intent is to explore the best available microbial chemical products in the industry. SacSewer seeks proven, universal, sustainable, and cost-effective solutions that can be used throughout SacSewer’s existing wastewater collection system, including other pump stations and force mains. Proposed solutions should be considered “turnkey” with minimal servicing required. Proprietary or “high maintenance” solutions are not preferred.

BACKGROUND

The Larry Way Pump Station (S016) was built in 1960 as a Can-type station. SacSewer converted S016 into a submersible pump station and redirected the force main in 2024 to meet flow capacity needs. The pump station and the force main are located within a residential neighborhood. Since the operation of the new station in February 2024, there has been noticeable sewer odor from the wet well and two combined air relief valve manholes along the force main. To mitigate the odor issues, SacSewer installed an air scrubber unit at the wet well and odor control manhole inserts in several nearby manholes.

SacSewer injects microbial chemical into an upstream manhole at S015, to control odor in the S016 sewer system. Since using the microbial chemical, SacSewer has not experienced noticeable sewer odors. SacSewer is in the process of constructing a permanent shed at S015 to house chemical tanks and pumps. Refer to Figure 1 for the chemical injection process.

Figure 1 –Microbial Chemical Feed and Odor Monitoring System Map



S016 Sewer Pump Station: S016 features one wet well, three pumps, and 3,650 feet of 20-inch diameter HDPE force main that discharges into a gravity manhole. The force main has two CARV manholes within the road in the residential areas. SacSewer recorded H₂S gas levels ranging from 0 ppm to 23 ppm in the wet well and from 0 to 6 ppm in the CARV manholes before microbial chemical injection. The H₂S gas level has come down to 1 to 2 ppm at each location since the start of microbial chemical injection in September 2024. An air scrubber unit with carbon media was installed at S016 to treat odors from the wet well. Odor control manhole inserts were installed in several gravity manholes in front of S016 and two CARV manholes on the force main. It takes approximately 20 minutes for the microbial chemicals injected at S015 to reach S016. The pumps at S016 operate 4 to 6 times an hour for

approximately 2 minutes per cycle. On average, sewage detention time inside the forcemain is approximately 3 hours before discharging at the outfall manhole.

FLOW RATE AND SEWAGE CHARACTERISTICS

Table 1 shows the current dry weather flow passing from S015 to S016, as well as the combined flow at S016. SacSewer did not provide wet weather flow data because sewer odors are typically absent due to higher flows, dilution, frequent pump runs, and shorter detention times within the force main. Table 2 presents the sewer sampling data from three locations before the chemical injection.

Table 1: Dry Weather Flow for the Chemical Treatment Sites

Pump Station Inflows	Peak Dry Weather Flow (PDWF)	Average Dry Weather Flow (ADWF)
S015	0.61 MGD	0.43 MGD
S015 + S016	1.41 MGD	1.06 MGD

Table 2: Sewage Sampling Data before Microbial Chemical Injection

Parameters Tested	Water Sampling Results at the Following Locations		
	S016 Wet Well	CARV005 MH	S016 FM Outfall MH
Dissolved Oxygen (DO)	3.0 mg/l	3.2 mg/l	3.0 mg/l
pH	7.6	7.5	7.3
Temperature	79.5 degF	79.6 degF	79.2 degF
EC (Electrical Conductivity)	640 umhos/cm	650 umhos/cm	660 umhos/cm
Sulfide (total)	10 ppm	<10 ppm	<10 ppm
Nitrogen, Ammonia (as N)	44 mg/L	44 mg/l	45 mg/l
Nitrate (as N)	Not Detected	Not Detected	Not Detected
TSS	270 mg/L	210 mg/l	290 mg/l
COD, Total-High Range	610 mg/L	630 mg/l	840 mg/l
BOD, 5-day	350 mg/L	280 mg/l	350 mg/l
Sulfide, Dissolved	1.4 mg/L	.05 mg/l	0.13 mg/l
H2S gas level (avg)	9.0 ppm	1.0 ppm	0 ppm

Samples were taken on September 18, 2024, before the start of Microbe-Lift chemical injection on September 30, 2024.

Current Microbial Chemical Feed

Currently, the feed rates of Microbe-Lift at S015 are as follows:

- Microbe-Lift IND - 2 to 4 gallons per day
- Microbe-Litt DGTT - 2 to 4 gallons per day

It is expected that the feed rate during the winter months will be lower than in the summer months. However, depending on the concentration of bacteria in the chemical, the feed rate may vary. The microbial chemical currently used has a bacterial concentration greater than 1 billion CFU (colony-forming unit) per milliliter. It is expected that any new microbial chemical proposed would have a bacterial count greater than 1 billion CFU per milliliter.

Microbial Chemical Feed Criteria

Table 3 provides the average combined feed rates of two Microbe-Lift products (IND and DGTT) and estimated peak feed rates. The Contractor is required to supply the necessary chemicals to treat the system thoroughly. Future chemical feed rates can be modified upon recommendations from the Vendor. No chemical storage tanks or pumps are required, as SacSewer will provide these. Two tanks (275 gallons each) and two chemical injection pumps will be provided at S015. Refills of the tanks are expected once a month.

The rates presented in Table 3 are based on the current use of Microbe-Lift to reduce odor in the downstream system. The feed rates provided are an example; the submitted proposals should consider the Vendor’s chemical concentration and product performance.

Table 3 – Chemical Feed Estimates

Station/Feed Location	Average Chemical Feed Rate	Estimated Peak Chemical Feed Rate	Max Gals of Chemical Used per Year (used for Estimate)
S015	6 gals/day	8 gals/day	2,920 gals/year

Based on the above injection rate, the estimated maximum total chemical usage is 2,920 gallons per year. The Vendor can propose the volume of chemical product(s) used per day, based on the type and concentration, and must submit the cost per gallon of chemical(s) as listed in the bid form.

SCOPE OF WORK

The scope of work in the solicitation of a new service contract shall include the following:

1) **Microbial Chemical Products**

SacSewer will only consider microorganism-based chemical products with proven data regarding their effectiveness and viability in breaking down organic matter and protein, as well as reducing the formation of H₂S and other odors, for similarly sized sites, agencies, or municipalities. Vendors are required to provide a unit price for the chemicals and the necessary daily gallons of chemicals on the proposal sheet. The Vendor shall provide a Safety Data Sheet (SDS) for each product in the proposal sheet. The SDS shall include, but is not limited to, the product weight, active ingredient content as a percentage of product weight, and product safety information. The Vendor shall also provide a Certificate of Analysis of each chemical product proposed. In addition to cost, SacSewer will also consider the performance of the chemical product. A chemical product's performance includes, but is not limited to:

- Ability to break down organic matter or protein and reduce the formation of H₂S and other odors.
- Chemical storage limitations, such as shelf life.
- Product safety and handling limitations.
- Impact on the existing and anticipated downstream wastewater treatment processes.
- Potential byproduct formation.

Additionally, the Vendor is required to provide documentation guaranteeing an adequate chemical surplus to meet SacSewer's current and future needs for a multi-year contract.

2) **Optional Service Requirements**

SacSewer service requirements, added as an optional line item, are based on the following scope of work:

- A. **Chemical Deliveries** – When chemicals are delivered to S015 by the Vendor (rather than shipped to SacSewer), SacSewer staff will escort the Vendor's deliveries. Chemical delivery days and hours to S015 are from Monday through Friday between 7 am and 3 pm, excluding SacSewer-recognized holidays. The Vendor shall provide chemical deliveries within 3 days of SacSewer's delivery request. However, the Vendor should also have the flexibility to complete emergency chemical delivery within 24 hrs if SacSewer requests it. The Vendor shall provide SacSewer with the delivery manifests for each delivery. The Vendor shall also periodically provide SacSewer staff access to collect product samples during delivery for quality assurance testing.

- B. **Field Sampling** – To determine the chemical's effectiveness, random field sampling is to be conducted by the Vendor and coordinated by SacSewer staff. Field sampling data, at a minimum, shall be collected upstream and downstream from the injection location, and at least quarterly.

Field sampling is to include, but is not limited to;

- a. Liquid sulfides, BOD, COD, TSS, pH, temperature, ammonia, etc.
- b. SacSewer will provide data on H₂S gas levels in the S016 wet well, S016-CARV005, and CARV006. Monthly H₂S gas data, using odor loggers by SacSewer, will be provided to the Vendor to evaluate effectiveness and dosage adjustments.
- c. When conducting field sampling, vendor staff must always wear proper personal protective equipment and use a handheld gas detector to access sample sites.

C. Spill Response and Cleanup – SacSewer will be responsible for chemical spill cleanup resulting from equipment and/or instrumentation issues. The Vendor will be responsible for spill cleanup during the optional delivery process or caused by Vendor staff. The Vendor will contact SacSewer immediately in the event of a chemical spill.

SPECIFICATIONS

1. **Contract Period:** The initial term shall be for three years. To promote efficiency and economy, SacSewer reserves the right to extend the contract period for two additional one-year periods. Such extension(s) will be at SacSewer option, subject to the same specifications, terms, conditions, favorable prices, and Agreement between the Contractor and SacSewer.
2. **Contract Award:** SacSewer plans to award a contract to the most responsible, responsive Contractors using the Evaluation and Award Matrix shown in this document.
3. **Estimated Quantities:** Quantities (or expenditure) shown are merely estimates for a typical project. SacSewer does not guarantee the purchase of a minimum quantity, nor any remaining materials, tools, or appliances acquired by the Contractor in support of this contract.
4. **Contractor's License:** The Contractor shall have a valid California Contractor's License if required to do business in California.
5. **Standard Construction Specifications:** SacSewer Construction Specifications and the SacSewer Rehabilitation Standards and Specifications dated September 27, 2023, and the provisions contained herein shall govern all work to be done under the contract. In the event of conflicting interpretations, the latter or revised specifications and/or standards shall prevail.
6. **Labor:** When required, all workmanship shall be first class throughout, and only experienced, qualified journeymen shall be employed under proper, capable supervision.

Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Articles 1 and 3, when applicable, eight (8) hour's labor shall constitute a legal day's work, and no worker in the employment of Contractor or any Subcontractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day or

forty (40) hours during any one calendar week, except as provided in Section 1815 of the California Labor Code.

Reference: <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1810-1815>.

7. **Prevailing Wage:** When applicable, Contractor shall not pay less than the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. Refer to <http://www.dir.ca.gov/dlsr/pwd/>
8. **Supervision:** When applicable, Contractor shall provide a competent foreman to oversee and monitor the contract work. Such person shall have the authority and commitment to act in SacSewer's best interest.
9. **Responsibility of Contractor:** It shall be the responsibility of the Contractor to furnish all labor, supervision, travel, equipment, power, light, materials, tools and appliances necessary to perform and complete the work requested, if applicable. This includes any change in conformity with the true meaning and intent of the contract drawings and specifications.
10. **Subcontracting:** When applicable, Contractor may subcontract portion(s) of the work, as long as Contractor retains the bulk of the work. Any subcontracting will be solely between Contractor and its Subcontractor (s). Contractor will remain responsible for all work performed under the contract, as though Contractor performed all the work. Additionally, Contractor shall remain the sole agent dealing with SacSewer.
 - *If subcontracting is proposed, proposers shall provide the requested information about subcontracting in responding to the enclosed questionnaire. Subcontracting is subject to prior approval from SacSewer. Failure to provide the requested information may result in disqualification of your proposal.*
11. **Conformance with Codes, Laws, Regulations and Standards:** When applicable, all work and materials shall be in full accordance with all applicable codes, laws, regulations and standards. These include: National Electrical Code, State Fire Marshal, Title 24 of the California Administrative Code, Uniform Building Codes, and Uniform Plumbing Code published by the Eastern Plumbing Officials Association.
12. **Responsibility for Accuracy:** When applicable, the Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which the Contractor shall be responsible.
13. **Cost Estimates:** Contractor shall provide written cost estimates for any work not specified, but identified as necessary by SacSewer. Cost estimates shall be provided at no charge. Contractor shall not start the work prior to receiving a work order from SacSewer representative..
14. **Hazardous Material Detected:** If Contractor detects any structural material that may be hazardous as defined in the California Health and Safety Code Section 25117, Contractor shall promptly notify the County representative listed on the work order before the site is disturbed.

- 15. Public Safety:** The Contractor shall erect such warning and directional signs as may be necessary for public safety.
- 16. Public Convenience:** The Contractor shall conduct operations to offer the public the least possible obstruction and inconvenience. The Contractor shall have under construction no greater amount of work than can be appropriately executed with due regard to the rights of the public. The Contractor shall provide temporary access to all business establishments and pedestrian walkways as required by SacSewer.

The Contractor shall not close or obstruct any portion of any highway, road, or other property without proper permits.

- 17. Hazards:** Hazards such as standing water, ropes tied to tree limbs, excavations, and unsecured material (such as wood, metal, etc.) shall be immediately remedied by the Vendor.
- 18. Protection of Property and Environment:** Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damage to the existing facility or property caused by the Contractor's personnel or equipment shall be promptly repaired to the condition existing before the damage or replaced. All costs for such repairs or replacements shall be solely the responsibility of the Vendor.

Vendor shall be environmentally responsible. Any spills or releases of hazardous wastes occurring while under the Vendor's control and possession that are not caused by the negligence or willful misconduct of SacSewer shall be solely the responsibility of the Vendor.

- 19. Extensions of Time Limits:** Extensions of time limits may be granted upon:
- a. Changes in the work ordered by SacSewer, insofar as these changes require additional time to complete the work;
 - b. Prevention by SacSewer of the Vendor from commencing or prosecuting the work because of acts of others, aside from Vendor's subcontractors; and,
 - c. Change of conditions at job site - differing from those indicated in the work order, or differing materially from those ordinarily encountered as inherent in the work.
- 21. General Liability of Contractor:** Except as otherwise noted, Contractor shall do all work and furnish all labor, supervision, equipment, power, light, tools and materials necessary to properly perform and complete the work in the time and manner required, when required. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor and any reference to any specific duty or liability shall be construed to be for the purpose of explanation only.
- 22. Guarantee:** Except for ordinary wear and tear and unusual abuse or neglect, Contractor shall guarantee all work executed by him/her and all materials and devices attached to the work, or otherwise delivered to SacSewer as part of the work pursuant to the contract, to be absolutely free of all defects in workmanship and materials for a period of one (1) year from date of acceptance by SacSewer.

Contractor shall agree to repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may be proven defective in workmanship or material within the one year period from the date of acceptance without expense whatsoever to SacSewer.

In the event that the Contractor fails to comply with the above mentioned conditions within ten (10) days' time after being notified of the defect in writing, SacSewer shall have the right, whether or not it constitutes an actual immediate hazard to health or safety, to have the defect immediately repaired at the expense of the Contractor. It shall be at SacSewer's sole discretion to have the defect permanently or temporarily repaired.

23. Inspection of Services: When applicable, all services, including labor, facilities, equipment, and materials furnished or utilized in the performance of services, shall be subject to inspection and test by SacSewer to the extent practicable, at all times and places during the term of the contract. All inspections by SacSewer shall be conducted in a manner that does not unduly delay the work.

SacSewer may require inspections of any contractor-owned or operated facility for the purpose of ensuring compliance with contract specifications, terms, and conditions.

If SacSewer determines that services performed are not in conformity with contract specifications, terms and conditions, SacSewer shall have the right to:

- a. Require Contractor to take immediate steps to perform the services in conformity with contract specifications, terms and conditions; and/or
- b. Make monetary deductions to reflect the reduced value of services performed.

24. Disposal and Salvage: All materials removed shall become the property of the Contractor, unless otherwise designated by the facility representative. All materials removed shall be disposed of or salvaged by the Contractor.

25. Contractor Shall Assume Risks: Until the completion and final acceptance by SacSewer, the work shall be under Contractor's responsible care and charge, if applicable. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by accidental causes of any nature, including vandalism, to any or all portions of the work, except as otherwise stipulated.

26. Dismissal of Unsatisfactory Employees: If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the SacSewer representative, or is, in the opinion of SacSewer representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of SacSewer representative.

27. Retention for Imperfect Work: If any portion of the work done or materials furnished under the contract shall prove defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the dangerous

or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the facility representative shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but the facility representative shall make such deductions therefore in the payment due or to become due the Contractor as may be just and reasonable.

28. Payment: Payment is made in arrears (30 days) to the Contractor after final inspection and acceptance of the work. The Contractor will be compensated in full (amount of estimate) for furnishing all labor, supervision, equipment, power, light, tools and materials, and for successfully carrying out and completing all the work according to schedule, plans and applicable codes.

29. Indemnification:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Indemnified Party," and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

Contractor's duty to defend the Indemnified Parties shall arise immediately upon written tender of a Claim and shall exist independent of any determination of fault. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code

This indemnity shall not be limited to the types and amounts of insurance maintained by the Contractor.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
The provisions of this Indemnity shall survive the expiration or termination of this Agreement.

30. Subcontractor Express Indemnification Flow Down:

Contractor shall require each Subcontractor of any tier to include in its subcontract an indemnification provision that is no less broad or protective than the indemnification required of Contractor under this Agreement, including the duty to defend upon written tender. Each such subcontract shall expressly name the Sacramento Area Sewer District and the County of Sacramento, and their officers, officials, employees, and volunteers, as additional indemnitees and third-party beneficiaries of the subcontractor's indemnity. Contractor shall obtain such written agreements prior to commencement of

any subcontracted work and shall provide copies to SacSewer upon request. The failure of any Subcontractor to execute or maintain such provisions shall not relieve Contractor of any obligation under this section, and this clause shall be deemed incorporated into every subcontract by reference. Contractor's duty to defend arises immediately upon written tender of a claim to Contractor and exists independent of any determination of fault.

TERMS AND CONDITIONS

Valid Offer: Proposals received are an irrevocable offer and shall be valid for one hundred and twenty (120) days following the closing date for receipt of proposals.

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

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

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

F.O.B. Point: The f.o.b. point shall be f.o.b. destination, various job sites.

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

Health and Safety: Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions as required by California Department of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

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

Standards of Conduct: Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. Contractor and staff shall always be courteous, cooperative and professional toward SacSewer representatives and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of SacSewer.

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

Termination upon Unsatisfactory Performance: Whenever, in the opinion of SacSewer, the said service is not satisfactory, Contractor shall be advised of the reasons in writing. If Contractor fails to immediately correct the unsatisfactory condition(s), SacSewer may declare the contract in default, terminate the contract, and contract with another. Notwithstanding any provision to the contrary, SacSewer shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract

period. If Contractor fails to perform the services pursuant to the Contract, Contractor and/or Surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

Right to Terminate: Either Party may terminate the contract, without cause, by notice from the terminating Party to the other Party specifying the effective date of termination, which date shall be at least sixty (60) calendar days after receipt of notice by the non-terminating Party. Notwithstanding, Contractor shall remain obligated to provide goods pursuant to the Contract and SacSewer shall remain obligated to pay compensation for the goods ordered prior to the effective date of such termination.

Force Majeure: Neither CONTRACTOR nor SACSEWER shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such Party and without fault or negligence of such Party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other Party or third parties (except as otherwise specifically provided herein).

Recycling: SacSewer in recognition of concerns for the depletion of natural resources, dwindling landfill space, and the ecological effect of wastes in the environment, encourages the use of recycled, recyclable and reusable products and materials. Hence, consideration will be given for product(s) that contain recycled material or have the potential of being recycled, if the availability, fitness, quality, purpose and price of the recycled product(s) is otherwise equal to or better than those of virgin products.

Changes: Should SacSewer request any deviations, additions or deletions of items specified on the contract, it shall be at liberty to do so. Such alterations shall not nullify the contract, but shall be added or be deducted from the agreed amount, as the case may be, by a fair and reasonable valuation, and upon the mutual Agreement of the parties.

Subcontracting: Performance of work may not be subcontracted except upon consent of SacSewer; and, no such subcontracting will be permitted if it would relieve the original Contractor or his Surety of their responsibilities under the contract.

Non-recognition of Subcontractors: No subcontractor will be recognized as such, and all persons engaged in the work under the contract will be considered as employees of the Contractor, and their work shall be subject to all provisions of the contract. SacSewer and its representatives will deal only with the Contractor, who shall be responsible for the proper execution of the work.

Drug-free Workplace: In submitting a Request for Quotation/Bid/Proposal, Contractor certifies that its place of business provides a drug-free workplace and has:

1. Published a "Drug-free Workplace: statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Contractor's workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Established a Drug-free Awareness Program to inform employees about:
 - a. The dangers of drug and alcohol abuse in the workplace.

- b. The Contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Contractor's "Drug-free Workplace" statement.

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

Non-assignment: Contractor shall neither assign nor subcontract any part of the services under this contract without prior written consent of SacSewer.

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

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

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

In Writing: Oral communications with SacSewer employees about this Request for Quotation/Bid/Proposal shall not be binding on SacSewer, and shall not excuse Contractor from any obligation set forth herein. No modifications or amendment to the Request for Quotation/Bid/Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the issuing buyer.

Integration Clause: This Contract constitutes the entire Contract between SacSewer and Contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between SacSewer and Contractor regarding the subject matter of this contract are hereby-terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing and is signed by the parties hereto.

Evaluation and Award Matrix

The evaluation team will consist of representatives from SacSewer. Proposers who do not submit a complete RFP will be disqualified.

Scoring for the **Products**:

Evaluation Criteria	Maximum Points	Score
Product Effectiveness and Cost	50	_____
Responsiveness to the Request for Proposal	15	_____
Company and Project Experience	15	_____
Ease of Product Use and Handling	5	_____
System Analysis Support	5	_____
Availability of Support Staff and Site Delivery (Optional)	10	_____
Total Score	100	_____

The successful Proposer will have the highest combined total score. However, SacSewer retains the right to purchase only the products or the products packaged with delivery and support services from the Vendor.

Independent Contractor:

1. It is understood and agreed that Contractor (including Contractor's employees) is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of SacSewer. SacSewer is not required to make any deductions or withholdings from the compensation payable to Contractor under the contract; and, as an independent Contractor, Contractor hereby indemnifies and holds SacSewer harmless from any and all claims that may be made against SacSewer based upon any contention by any third party that an employer-employee relationship exists due to the contract.
2. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of SacSewer as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
3. If, in the performance of the Contract, Contractor employs any third persons, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.
4. It is further understood and agreed that as an independent Contractor and not an employee of SacSewer, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a SacSewer employee, right to act on behalf of SacSewer in any capacity whatsoever as agent, nor to bind SacSewer to any obligation whatsoever.
5. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the contract.

Responsibility of Independent Contractor:

1. Contractor as an independent Contractor, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for Social Security or Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons, and shall be responsible for the collection and remittance of any taxes so levied, upon Contractor, on account of the persons employed by Contractor.

SACSEWER INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. SacSewer shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of SacSewer's Risk Manager, insurance provisions in these requirements do not provide adequate protection for SacSewer and for members of the public, SacSewer may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount, at SacSewer'S expense, to provide adequate protection. SacSewer'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONTRACTOR shall furnish SacSewer with certificates evidencing coverage required below. **Copies of required endorsements must be attached to certificates.** SacSewer'S Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SacSewer and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by SacSewer before performance commences. SacSewer reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by SacSewer'S Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned. The Contractor's commercial automobile policy shall be specifically endorsed to include coverage for the transportation of pollutants and/or hazardous materials.

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

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of

Insurance.

CONTRACTOR’S POLLUTION LIABILITY: Contractor’s Pollution Liability (CPL) insurance which includes coverage arising out of the handling, remediation, cleanup or transport of hazardous materials or hazardous wastes.

CPL shall include but is not limited to:

Insuring all of the services the Contractor provides in the normal course of operations under the contract. Partial operations coverage is unacceptable. Bodily injury, sickness, disease, sustained by any person, including death; Property damage includes physical injury to or destruction of tangible property including the resulting loss of use thereof; cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and Natural Resources damages. Defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims; Contractual liability coverage, e.g. coverage for liability assumed by the named insured under a written contract or Agreement. The policy must provide coverage for third-party claims arising from owned and non-owned disposal sites utilized in the performance of this contract. This coverage can be provided on either claims made or occurrence based policy form. The policy must insure contractual liability, be primary and non-contributory and include Additional Insureds under a written contract or Agreement, or specifically endorsed as applicable.

3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$4,000,000
Products Comp/Op Aggregate:	\$4,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2 000,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$3,000,000 Combined Single Limit, including coverage for the transportation of pollutants and/or hazardous materials.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers’ Compensation: Statutory.

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

Contractor’s Pollution Liability: \$4,000,000 per claim or occurrence and aggregate

4. Deductibles and Self-Insured Retention

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

5. Flow Down Insurance Requirement

Contractor shall require each Subcontractor of any tier to maintain insurance coverage, limits, and endorsements equivalent in type and scope to those required of Contractor under this Agreement, including Additional Insured, Primary and Non-Contributory, and Waiver of Subrogation endorsements in favor of SacSewer and the County of Sacramento. Contractor shall collect and retain evidence of such coverage prior to allowing the Subcontractor to begin work and shall make such evidence available to SacSewer upon request. Failure of any Subcontractor to comply shall not relieve Contractor of its obligations hereunder.

6. Other Insurance Provisions

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

7. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. SacSewer's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SacSewer and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages in place at all times and provide SacSewer with evidence of each policy's renewal ten (10) days after its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.
- c. If CPL coverage is written on a claims made form, the following provisions apply:
 - (1) The "Retro Date" must be shown and must be on or before the date of the contract or beginning of the work.
 - (2) Contractor shall maintain the required CPL policy at not less than the required minimum limits, for not less than one (1) year after Final Acceptance of the work.
 - (3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after Final Acceptance of work.

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

- a. ADDITIONAL INSURED STATUS: SacSewer and the COUNTY OF SACRAMENTO and their officers, directors, officials, employees, agents and volunteers (each an “Additional Insured Party,” and collectively “Additionally Insured Parties”) are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR in the performance of the work; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured parties.
- b. PRIMARY INSURANCE: For any claims related to this Agreement, CONTRACTOR’S insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONTRACTOR’S insurance and shall not contribute with it.
- c. SEVERABILITY OF INTEREST: CONTRACTOR’S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- d. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR’S Subcontractor.

9. Workers’ Compensation:

WORKERS’ COMPENSATION WAIVER OF SUBROGATION: The workers’ compensation policy required hereunder shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against the Additional Insured Parties, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers’ compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the Additional Insured Parties.

10. Property

PROPERTY AND INLAND MARINE WAIVER OF SUBROGATION: Any Property or Inland Marine insurance policies (such as are used to insure Contractors’ equipment) maintained by CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against SacSewer and COUNTY OF SACRAMENTO.

11. Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR’S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SacSewer or any Additional Insured Party, CONTRACTOR shall give prompt and timely notice thereof to SacSewer. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

VENDOR QUESTIONNAIRE

General: Respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualifying proposal must address all items. Incomplete proposals may be rejected.

Format: Your response to this Vendor Questionnaire shall be organized and submitted in the format prescribed below to facilitate the comparison of the proposal. For example, if you reply to item 1.f., indicate 1.f. next to that reply.

1. Company profile: Your company profile shall include the following information:
 - a. Founding date (month and year)
 - b. Company size – staff and client base (i.e., local, regional, statewide, etc.)
 - c. Company’s vision and mission statements
 - d. Products and/or services provided
 - e. Location of the office from which the product and/or work will be provided, and the staff allocation at that office.
 - f. Number of Projects – Include the number of projects completed during the past two years.
 - g. Organization Chart – Include an organization chart of your company’s management structure, tracing field operations personnel to the vice president level.
 - h. Identify the project manager and include his or her email address, telephone, fax, and cellular number.
 - i. Identify key facilities and equipment that your company has to support the proposed Agreement.
 - j. List your company’s professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your submittal.

2. References: List three or more clients (governmental entities preferred) with whom your firm has provided microbial chemical treatment for odor control services. For each of these references, include the organization name, mailing address, and contact person’s name, telephone number and email address.

3. Work plan:
 - a. Outline of proposed methodologies that will be employed to accomplish the work.
 - b. Indicate whether or not your company will be subcontracting portion(s) of the work. If so, indicate the portion of work that will be subcontracted. A subcontractor does not need to be named in this proposal, but it should be described how a subcontractor would be chosen.
 - c. If the Vendor does not provide the optional service, describe the work and methodologies needed for SacSewer staff to apply and use the product.
 - d. Describe how the interaction between your company and SacSewer will take place to ensure that the work is performed and reported in an accurate and timely manner.
 - e. Describe your company’s approach to quality assurance.
 - f. Describe your company’s approach to resolving problems that may be encountered in the field.
 - g. Provide your company’s timeline for implementation and availability throughout the project (time of day for delivery and service).
 - h. Provide an overview of your company’s availability for spill response and reporting.

4. Employment Practices:

- a. **Equal Opportunity Employer:** SacSewer requires an equal opportunity employer. Please provide a summary of your company's employment policy.
 - b. **Prevailing Wage and Benefits:** Will all assigned employees be paid the total hourly rate to include the basic hourly rate, health and welfare, pension, vacation and holiday, and training per the General Wage Determination made by the Director of Industrial Relations, for the crafts as set forth herein? If not, please explain.
 - c. **Training and Safety Programs:** Describe your company's training and safety programs, including their frequency of implementation.
5. **Business License:** Include a copy of your company's current business license(s) with your proposal submittal
 6. **California Contractor's License:** Include a copy of your firm's current California Contractor's License with your proposal submittal, when applicable.
 7. **Certificate of insurance:** The Contractor must have insurance meeting the minimum insurance requirements set forth herein (see *Insurance Requirements for Contractors*). Please sign, date and return the attached Proposer's Statement Regarding Insurance Coverage. Actual certificate of insurance and endorsement naming SacSewer as additional insured must be furnished to the issuing buyer within fourteen (14) days after notification of award.
 8. **Clarification, exception or deviation:** Each respondent may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your proposal. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in the proposal.

CONTRACTOR LICENSE CERTIFICATION (WHEN APPLICABLE)

Pursuant to the Business and Professions Code of the State of California, Section 7030:

“Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, Mailing Address: P.O. Box 26000, Sacramento, California 95826.”

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the

Contractor’s License Law of the State of California, and the number of said license is

_____, and the classification of said license is _____, and

the said license expires _____.

Company Name

Business Address

By: _____
Authorized Signature

Type or Print Name

Title

Dated: _____

Corporate Seal

If Contractor is a Corporation

State of Incorporation:

**PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted with Proposal**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No.8520 ODOR CONTROL FOR S016 SEWAGE PUMP STATION AND FORCE MAIN CONTRACT. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name SacSewer as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

VENDOR PRICE PROPOSAL

(Required of all proposers)

Note: Information identified in the proposal schedule is for the purpose of evaluating proposals.

VENDOR NAME:

VENDOR QUOTES

Item	Microbial Chemical Product Only (Excludes services)	Price per Gallon (\$/gallon)	Total Estimated Average Dosage (gallons per day)	Estimated cost (\$)
	Microbial Chemicals for Odor Control at S016 Sewage Pump Station and Force Main			
1	Chemical 1 (Name _____)	\$ _____	_____ gals/day	\$ _____ per day
	Chemical 2 (Name _____)	\$ _____	_____ gals/day	\$ _____ per day
	Annual Cost for Chemical Products			\$ _____ per year (per day cost x 365 days)
2	Optional Delivery Service and Support by the Vendor			\$ _____ per year

Assumptions:

- Product cost estimate includes chemicals shipped to SacSewer but excludes the Vendor’s service/delivery to the site. It also includes the Vendor’s technical help for dose optimization for efficient use of the chemicals.
- Optional delivery service provided by the Vendor includes Vendor bringing the chemicals to the site at certain intervals without involving SacSewer crews (escort-only provided by SacSewer staff). Vendor’s support includes troubleshooting, sampling, monitoring, site visits, etc.
- Vendor shall provide a Safety Data Sheet (SDS) for the product that is included in the proposal sheet. SDS shall include, but not limited to, product weight, minimum active ingredient content as a percentage by product weight, and product safety information. Vendor shall also provide a Certificate of Analysis for each of the proposed chemical products.
- Estimated annual chemical cost is based on the estimated maximum daily chemical dosage needed at S015. Actual usage could be adjusted based on odor reduction in the S016 system.

PERFORMANCE BOND
ANNUALLY RENEWABLE

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the Sacramento Area Sewer District, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter designated as the "Obligee," has, on _____ awarded to _____, hereinafter designated as the "Principal," a contract for RFP#8520 ODOR CONTROL FOR S016 SEWER PUMP STATION AND FORCE MAIN CONTRACT and;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE, the Principal, and _____

as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its offices and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

PROVIDED, HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by _____

Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2025, the name and corporate seal of each corporate Party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature for Surety

Title of Signatory

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

INSTRUCTION FOR PERFORMANCE BOND

The successful Proposer shall be required to execute through a corporate surety the Performance Bond included herein. The successful Proposer and Surety shall be held and firmly bound unto SacSewer in the penal sum equal to 100% of the total Contract amount. The entire cost of the bond shall be borne by the successful Contractor.

The successful Proposer agrees to execute and have notarized the Labor and Material Bond and deliver to SacSewer within ten (10) working days after notice of intent to award the contract. These bonds will be provided to SacSewer at the pre-construction Meeting.

Firm Name

Signature

Printed Name

PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the Sacramento Area Sewer District, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter designated as the "Obligee," has, on _____ awarded to _____, hereinafter designated as the "Principal," a contract for RFP#8520 ODOR CONTROL FOR S016 SEWER PUMP STATION AND FORCE MAIN CONTRACT and;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE, the Principal, and _____

as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its offices and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2025, the name and corporate seal of each corporate Party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____
Signature of Principal

Title of Signatory

Surety

By _____
Signature for Surety

(SEAL) _____
Title of Signatory

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

INSTRUCTIONS FOR PAYMENT BOND

The successful Proposer shall be required to execute through a corporate surety the Payment Bond included herein. The successful Proposer and Surety shall be held and firmly bound unto SacSewer in the penal sum equal to 100% of the total Contract amount. The entire cost of the bond shall be borne by the successful Contractor. The Payment Bond is only required if the Contractor is planning to use a subcontractor at any point during the contract.

The successful Proposer agrees to execute and have notarized the Labor and Material Bond and deliver to SacSewer within ten (10) working days after notice of intent to award the contract. These bonds will be provided to SacSewer at the pre-construction Meeting.

Firm Name

Signature

Printed Name

SUBCONTRACTORS

R-1 Work \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			
DIR Registration #			
CSLB #			

R-2 Work \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			
DIR Registration #			
CSLB #			

R-3 Work \$ AMT % of Work

Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			
DIR Registration #			
CSLB #			

EXCEPTION/RESPONSE PAGE

NONCOLLUSION DECLARATION

To Be Submitted with Proposal

The undersigned declares:

I am the _____ of _____, the Party making the foregoing proposal.

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

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

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

Signature _____