ATTACHMENT B
DRAFT

SERVICE AGREEMENT BETWEEN CITY OF SUNNYVALE AND CALTEST ANALYTICAL LABORATORY FOR ANALYTICAL LABORATORY TESTING SERVICES

THIS AGREEMENT, dated _____, is by and between the City of Sunnyvale, a municipal corporation ("CITY"), and CALTEST ANALYTICAL LABORATORY ("CONTRACTOR").

WHEREAS, on November 9, 2005, CITY issued Request for Proposals No. F0510-24 for analytical laboratory testing services; and

WHEREAS, CONTRACTOR has submitted a proposal in response to the Request for Proposals; and

WHEREAS, CITY has determined that the proposal submitted by CONTRACTOR is the best and most advantageous for CITY and that CONTRACTOR possesses the skill and expertise to perform the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services

(a) There are attached and incorporated by this reference the following exhibits:

(1) Exhibit "A", consisting of Pages 2 through 12, inclusive, of that certain document entitled "Request for Proposals No. F0510-24". The exhibit consists of the I. Notice Inviting Proposals, II. Instructions to Proposers, III. Specifications, IV. Terms and Conditions, and V. Instructions for Completion of Proposer Response Pages which was submitted to all prospective proposers.

(2) Exhibit "B", consisting of Pages 13 through 22, inclusive, of that certain document entitled "Proposer Response Pages" and its attachments, presenting the response to "Request for Proposals No. F0510-24 ".

(b) CONTRACTOR shall perform the services described in Pages 5 through 10, inclusive, of Exhibit "A" III. Specifications.

2. Contract Term

The term of the Agreement shall be four years, beginning the date of Agreement execution, unless otherwise terminated.

Contractor may request, and City will consider granting, price increases no more frequently than annually, effective on the anniversary date of contract execution, provided that no annual increase shall exceed 5% and CONTRACTOR requests such increase at least thirty days before the applicable anniversary date provided that the CONTRACTOR is in full performance of the contract.

3. Compensation

CITY agrees to pay CONTRACTOR as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". CONTRACTOR shall submit invoices for services performed no more frequently than monthly. Payment terms shall be net thirty (30) days unless terms more beneficial to CITY are specified in Exhibit "B".

4. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, CONTRACTOR shall not accept an obligation which is inconsistent or incompatible with CONTRACTOR's obligations under this Agreement.

5. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

6. Compliance with Laws

(a) CONTRACTOR shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.

(b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

7. Independent Contractor

CONTRACTOR is acting as an independent contractor in performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

8. Indemnity

CONTRACTOR shall indemnify, defend and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

9. Insurance

CONTRACTOR shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C", attached and incorporated by reference. CONTRACTOR shall provide all insurance certificates and/or endorsements as specified.

10. CITY Representative

Lorrie Gervin, as City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

11. CONTRACTOR Representative

Peter Halpin, President shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of CONTRACTOR pertaining to the services to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

12. Notices

All notices required by the Agreement shall be in writing, and shall be personally delivered or sent by first class mail, postage prepaid or by commercial courier, addressed as follows:

To CITY: Lorrie Gervin
Water Pollution Control Plant
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: CalTest Analytical Laboratory
Attn: Peter Halpin
1885 N. Kelly Road
Napa CA 94558

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered.

Each party may change its address or designated representative by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

13. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

14. Termination

If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR.

If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

15. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

16. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF SUNNYVALE ("CITY")

By_____
City Manager

CALTEST ANALYTICAL LABORATORY
("CONTRACTOR")

By _____

_____
Name and Title

By _____

_____
Name and Title

EXHIBIT "A"

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I. INVITATION

The City of Sunnyvale is seeking a qualified licensed environmental laboratory to provide analytical testing services in the following test groups:

1. Safe Drinking Water – nutrients, demands, microbiology, metals, non-metals, organics, radiochemicals, and/or

2. NPDES Wastewater – nutrients, demands, microbiology, metals, non-metals, organics, radiochemicals, and/or

3. NPDES Biosolids and RCRA Hazardous Waste – metals, cyanide, solids and organics.

The award of contract will be for a one year period, with the option for the City of Sunnyvale to renew for up to three (3) additional one year periods, should pricing and vendor performance under this contract remain acceptable to the City.

II. INSTRUCTIONS TO PROPOSERS

A. **Preparation of Proposals** - Proposals shall be made on the Proposal Pricing Pages included in this Request for Proposals. Proposer shall enter all requested information in the appropriate spaces. No oral, electronic, telephone or facsimile proposals will be accepted. All costs of proposal preparation shall be borne by the proposer.

B. **Examination of Proposal Documents** - The proposal documents consist of this request for proposal and its attachments and addenda, if any. Proposer shall thoroughly examine and be familiar with all proposal documents. Submission of a proposal shall constitute proposer's acknowledgment upon which the City may rely that proposer has thoroughly examined and is familiar with the proposal documents. Failure or neglect of proposer to receive or examine all or part of the proposal documents shall in no way relieve it from any obligations with respect to this request for proposal or any resultant contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the proposal documents.

C. **Conformance to Proposal Requirements** - Proposal shall conform to the requirements of this Request for Proposal. All requested attachments shall be submitted with the completed Proposal Pricing Pages and in the designated format. Failure to comply with all requirements may result in proposal rejection.

D. **Interpretation of Proposal Documents and Addenda** - Should a proposer discover conflicts or ambiguity in the proposal specifications which require a decision or explanation, proposer may request an interpretation. Such a request shall be made in writing and delivered to the buyer identified on the cover page of this request for proposal no later than seven (7) days before the deadline for receipt of proposals. Every interpretation made to proposers will be in the form of an Addendum issued by the City. Addenda, if issued, will be sent as promptly as is practicable to all parties to whom proposal documents have been issued. All such Addenda will become part of the proposal documents and shall be binding in the same way as if originally written in the proposal documents. No alleged verbal decisions, interpretations, changes or modifications will be held binding on the City. Proposers shall acknowledge the receipt of Addenda on the Proposal Pricing Pages.

E. **Submission of Proposal** - Proposer shall submit completed Proposal Pricing Pages, together with any requested attachments or explanatory materials, prior to the time and date set for receiving proposals as stated on the cover page of this request for proposal any modifying Addenda. The proposer shall submit one original and three (3) duplicates for a total of four sets of proposals. Proposals shall be delivered in a sealed envelope ***clearly marked with the applicable bid number*** addressed to:

Purchasing Office
City Hall Annex
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3707

F. **Proposal Modifications** - A modification of a proposal already received will be considered only if the modification is received prior to the deadline for receipt of proposals. All modifications shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original proposal. Oral modifications shall not be considered.

G. **Withdrawal of Proposals** - Any proposer may withdraw its proposal by giving written notice to the City at the place such proposals are to be received at any time prior to the deadline for receipt of proposals. After the deadline for the receipt of proposals and until contract execution, no proposer will be permitted to withdraw its proposal for any reason unless contract execution is delayed due to acts of the City for a period exceeding sixty (60) calendar days after the deadline for receipt of proposals.

H. **Late Proposals** - Proposer shall be responsible for the timely delivery of proposals. Failure to submit proposal to the City prior to the time and date last announced for receipt of proposals will result in proposal rejection, regardless of circumstances.

I. **Non-Collusion Certification** - By submitting a proposal, proposer is certifying that it has not directly or indirectly been collusive with any other proposer in the preparation and submission of the proposal. If at any time it shall be found that the proposer to whom a contract has been awarded has, in presenting the proposal, colluded with any other party or parties, said proposer shall be liable to the City for all loss or damage which the City has or may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract.

J. **Proposal Pricing** – Proposer may bid on drinking water testing, waste water testing, biosolids and hazardous waste testing or any combination of the three. Proposer shall submit a copy of its current price list for services, and shall show the cost for miscellaneous testing as a discount from the list price.

K. **Proposal Evaluation** - Factors which will be considered during bid evaluation include, but are not limited to:

1. Compliance with proposal format requirements;
2. Proposer's ability, capacity, experience and skill to perform the contract in accordance with proposal specifications;
3. Proposer's record of performance under prior contracts with the City and others;
4. Price.

The evaluation criteria and weighting system are listed in Attachment B. Prior to contract award, each proposer being considered shall provide for access by the City to audit its laboratory to assure that the necessary capability, capacity, and quality assurance/quality control exist to provide the specified laboratory services. At that time, the City will hold a formal interview of laboratory staff members regarding policies and procedures. If a substantial problem, inconsistencies with stated equipment, procedures, or policies, or lack of infrastructure to meet the City's work load is found during this audit, the audit team may recommend not awarding the contract.

L. **Contract Award** - Contract award will be made to one or more proposers whose proposals are determined to be the most advantageous for the City.

M. **Contract Documents** - Contract documents will consist of this request for proposals, its attachment(s) and addenda, if any; the successful proposer's signed proposal; and a Service Agreement executed by both parties.

N. **Reservations** - The City reserves the right to:

1. Postpone the date and time announced for receipt of proposals by issuance of an Addendum at any time prior to the deadline for receipt of proposals;
2. Reject any proposal that is conditional in any way or that contains erasures or irregularities of any kind, items not called for, items not in conformity with applicable law, changes, additions, alternate proposals, or any other modifications of the proposal form which are not in accordance with the proposal documents;
3. Make such investigations as deemed necessary to determine the ability of proposer to perform the specified services;
4. Reject any proposal if the evidence submitted by or investigation of the proposer or City's past experience with proposer under another contract fails to satisfy the City that the proposer is properly qualified to successfully perform the obligations of the contract;
5. Reject any or all proposals and to waive any informality in any proposal;
6. Determine the proposal(s) most advantageous to the City;
7. Consider proposals for a period of sixty (60) days following the deadline for receipt of proposals before deciding which proposal or proposals, if any, to accept.
8. Make multiple awards for groups of testing services to different proposers if it is in the City's best interest to do so.

III. SPECIFICATIONS

A. **Background** – Environmental testing and analyses are requested by the City of Sunnyvale for purposes of compliance with the National Pollutant Discharge Elimination System (NPDES), Safe Drinking Water Act (SDWA), Industrial Pretreatment Program, Resource Conservation and Recovery Act (RCRA) and special projects. The City of Sunnyvale is required to perform a multitude of analytical tests to insure compliance with Federal, State and Local regulations. The City has traditionally contracted with private laboratories to conduct specialized and complex analytical testing.

B. **Scope of Work** – The scope of services are to conduct environmental testing and analyses as requested by the City of Sunnyvale for purposes of compliance with the Safe Drinking Water Act, Clean Water Act and Resource Conservation and Recovery Act. The successful proposer shall, to the satisfaction of

the Director of Public Works and as may be requested by the Director from time to time, provide the following services as specified below:

1. Written Reporting of Analyses Results – Typewritten reports for routine sample results shall be submitted to the City's Project Manager or designee within twenty one (21) calendar days of laboratory receipt of each sample. An original copy of the sample results shall be received by the City's Project Manager or designee within twenty eight (28) calendar days. Rush results shall be submitted by fax within five (5) working days of laboratory receipt of each sample. In rare cases, as required by California Department of Health Services (CDHS) or emergency conditions, results may be required within twenty-four (24) hours. The successful proposer shall report all quality control tests and checks used to prepare each sample. This will include all reporting levels, method references, date of sample receipt, date of analyses, dilutions, duplicates and matrix spike results, blanks, MS/MSD, reagent blank and trip blank results for each applicable constitute requested.

   Analytical or sample problems encountered subsequent to the analysis of any sample shall also be immediately communicated via telephone or fax to the City's Project Manager or designee, followed by written communication with sample results. Results indicating exceedance of SDWA MCLs and/or triggers and NPDES permit limits shall be immediately communicated via telephone or fax to the City's Project Manager or designee, followed by written communication with sample results. All verbal and written notification about the results that are not final shall include designation as "preliminary" and documentation of QA/QC issues, as appropriate.

   Each individual analysis report shall include the following:
   a. Cover letter, including a listing of any subcontractors used and any problems encountered during sample analyses;
   b. Analytical results, including compounds analyzed, method detection limits, reporting levels, data qualifiers and analysis methodology;
   c. Original subcontractor analyses results, including compounds analyzed, method detection limits, reporting levels, data qualifiers and analyses methodology;
   d. Chain of custody as submitted plus subcontractor's chain of custody, if applicable.

   Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable California Department of Health Services (DHS) rules shall be submitted on the appropriate DHS forms in addition to the successful proposer's standard reporting form.

   The successful proposer shall be responsible and liable for written communication of any miscalculation or error in analytical results to the City's Project Manager or designee. The successful proposer shall reissue, at its own expense, corrected hard copies and computer electronic copies as necessary. All reissued reports shall be labeled "revised" and include an explanation of the revision in the cover letter. Errors covered by this paragraph include, but are not limited to, operator error; equipment malfunction; excessive holding time; out of control results or any other quality control exception; and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results.

2. Electronic Transfer of Reporting Results - Submittal of final electronic reports for routine drinking water sample results shall be arranged with the City of Sunnyvale upon execution of the

contract. All laboratory results issued electronically to the City of Sunnyvale are in no way intended to be meant as a relief for the requirement of hard copy reports.

3. Record Keeping and Retention - The successful proposer shall maintain documentation of all raw and final data and supporting quality control data for chemical results for a minimum of five (5) years. Bacteriological results shall be maintained for five (5) years. The successful proposer shall provide a copy of any requested report within five (5) business days.

   Because of the potential for litigation involved with these samples, the successful proposer shall retain all samples for at least thirty (30) days after the postmarked date of final analysis report. These samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary.

   The successful proposer shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the City of Sunnyvale.

   The successful proposer shall maintain the integrity of the City's samples at all times.

D. Proposer Responsibilities - The successful proposer shall, as part of this contract provide the following services/materials:

1. Sample Containers - The successful proposer shall provide all necessary new or certified-clean sample bottles and sample labels as required to perform field sampling, and the successful proposer shall add reagent grade preservatives to the appropriate sampling container prior to field sampling. The successful proposer shall pre-label sample containers, identifying the analyses type requested and preservative used. The sample label information provided by the City will correspond to information contained in the chain of custody forms and shall include: the successful proposer's name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler and the type of preservative. The successful proposer shall supply any necessary trip blanks. The successful proposer shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

2. Transportation - The successful proposer shall provide for delivery of sample bottles or containers and pickup of samples to and from the City. Field samples shall be picked up as needed, but generally will be on a pre-established date between 9:00 a.m. and 5:00 p.m., Monday through Friday. The City will notify the successful proposer at least twenty-four (24) hours prior to the requested sample pickup time. The successful proposer shall pick up samples within twenty-four (24) hours of the City's request. Fecal coliform samples shall be picked up within four (4) hours of the City's request. The successful proposer shall deliver sample bottles no later than seventy-two (72) hours after the City's request. The successful proposer shall provide all necessary shipping containers and "blue ice" to cool samples, upon request.

3. Disposal - The successful proposer shall comply with all Federal, State, and local regulations for disposal of City samples and associated laboratory waste.

4. Sample Control - Any sample or trip blank received by the successful proposer in unacceptable condition or rendered unacceptable for analyses while in successful proposer's possession shall be reported to the City's Project Manager or designee within twenty-four (24) hours of loss of sample.

5. Holding Times - The successful proposer shall notify the City's Project Manager or designee immediately on discovery that holding time(s) have been exceeded so that resampling can take place. The decision on analyses of such samples will be made upon notification.

E. City's Responsibilities

1. Chain of Custody - The City of Sunnyvale will provide its own chain of custody forms for all samples generated by City's Environmental Laboratory. (Attachment A). One chain of custody form shall accompany each sample set sent to the successful proposer. A copy of the completed chain of custody for each sample set shall be included at the end of each individual analyses report. The successful proposer and any and all subcontractors shall utilize standard U.S. EPA chain of custody procedures.

2. Proficiency Samples – At the City's discretion, and no more than twice per year, the successful proposer shall perform, at no cost to the City of Sunnyvale, analyses of Double Blind Proficiency Test samples for those analyses routinely requested by the City. The City of Sunnyvale will purchase and arrange for proficiency sample delivery.

   The successful proposer shall submit a QAQC report on deficiencies and corrections associated with the above proficiency samples on an individual sampling period basis. The successful proposer may be required to analyze a second set of proficiency samples at its own cost should it fail to analyze the initial set within acceptable QA/QC limits

F. Proposer Qualifications

1. Successful Proposer Capability and Capacity - During the term of this contract, the successful proposer shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. The successful proposer and any and all subcontractors shall provide for access by City personnel and their authorized representatives to audit its laboratory to assure the accuracy and precision of laboratory results related to the work performed.

   Analyses required must conform to all State and/or Federally-mandated requirements. Laboratories performing such tests must meet and adhere to California Department of Health Services (CDHS) Environmental laboratory Accreditation Program requirements as defined under Chapter 19 of Title 22 of the California Code of Regulations.

   Where specified, analyses must meet Minimum Levels (MLs) of detection for use in reporting and compliance determination purposes in accordance with Section 2.4 of State Water Resources Control Board Policy for Implementation of Toxics Standards, for Inland Surface Waters, Enclosed Bays, and Estuaries of California.

2. State of California Certification/Environmental Protection Agency Approvals - The successful proposer and any and all subcontractors must be accredited by the State of California Department of Health Services, Environmental Laboratory Accreditation Program for all requested analyses for the duration of the contract. To be considered, each proposer shall meet the laboratory accreditation requirements as stipulated in the California Code of Regulations, Title 22, Chapter 19, Articles 1-14 and shall submit copies of such certificates and those of its subcontractors with its proposal.

   The successful proposer shall provide copies of certification to the City upon contract extension, and shall provide to the City notification of any change of certificate status, censure, fine, revocation, or any investigation by any certification agency, including the California Department of Health Services or the Environmental Protection Agency, within twenty-four (24) hours of notification.

3. EPA/California DHS Quality Assurance/Quality Control - The successful proposer and any and all subcontractors shall participate in the DHS/ELAP, U.S. Environmental Protection Agency (EPA) or U.S. EPA equivalent Performance Evaluation Program. The successful proposer and any and all subcontractors shall demonstrate continuing satisfactory performance in the water supply (WS) and water pollution (WP) check samples or Double Blind Proficiency Testing recognized/approved by DHS/ELAP or the City of Sunnyvale.

   The WS and WP proficiency results and response letters from 1997 to present shall be submitted with the proposal as well as copies of any audit reports by California DHS/ELAP or EPA and associated responses and resolution from 1997 to the present.

4. Laboratory Services and Analytical Requirements - All analyses shall be based on current and future Federal and California Department of Health Services approved test methods for drinking water, waste water and hazardous waste. The successful proposer shall meet detection limits required by Local, State and Federal regulations. Each proposer and any and its subcontractors shall submit a copy of its Quality Assurance/Quality Control (QA/QC) manual with its proposal. The manual(s) shall provide details about the successful proposer's and subcontractor's procedures concerning:
   - Sample preservation, holding times, and sample containers used
   - Chain of custody procedures sample receipt and tracking
   - Review and reporting of results
   - Laboratory record keeping procedures
   - Organizational chart of laboratory management
   - Maintenance and calibration of instruments
   - Use of standard reference materials in analyses
   - Internal QC program
   - Corrective action of QC problems
   - Determination of method detection limits (Refer to 40 CFR 136, Appendix B, as revised)
   - Detection limit for purposes of reporting (DLR) and practical quantification limits (PQL).
   - Sample bottle preparation and QC testing program
   - Resumes of key laboratory personnel
   - Copy of CDHS ELAP certification listing approved parameters.
   - Describe use of and procedures for data flags/qualifiers

Quality control tests and checks for precision, accuracy and control of method shall be conducted on a ten percent (10%) basis, or per each batch if less than ten (10) samples are submitted. The successful proposer shall provide, as part of its quality control, all calibration curves and check sample data. A full description of any anticipated or realized problem areas shall be communicated to the City's Project Manager or designee prior to analyses of any sample so that appropriate corrective action can be coordinated. Analytical or sample problems encountered subsequent to the analyses of any sample shall also be immediately communicated via telephone or telefax to the City's Project Manager or designee, followed by written communication with the sample results. Results indicating exceedance of SDWA MCLs and/or triggers and NPDES permit limits and/or triggers shall be immediately communicated via telephone or telefax to the City's Project Manager or designee, followed by written communication with the sample results. All verbal and written notification about results that are not final shall include designation as "preliminary" and documentation of QA/QC issues, as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by the City shall not be invoiced and paid.

5. Project Manager

All correspondence dealing with issues related to work completed under this contract shall be directed to the City's Project Manager or designee.

These names and addresses of the City's Project Manager(s) will be announced at the time of contract execution.

The successful proposer shall provide a laboratory project manager to act as liaison to the City. This person must be designated and shall be responsible for all City of Sunnyvale work under this contract.

IV. TERMS AND CONDITIONS

A. Nomenclature

1. As used throughout this bid invitation and its attachments the following terms are synonymous:
   a. "Seller", "supplier", "vendor", "contractor", "successful proposer" and "selected proposer".
   b. "Purchase order", "contract" and "agreement".
   c. "Services", "work", and "project".

2. "The City" refers to the City of Sunnyvale, California.

A. **Invoicing** – Invoices shall be issued both in hard copy and electronically. Individual hard copy laboratory reports shall include a separate invoice. The invoice shall include the following information: Invoice number, accession number, date of invoice, customer number, project name, authorization name, PO number, LLSID number (project number), date samples received, test description with EPA method, quantity, price, surcharge, test total, and remit amount.

C. **Insurance Requirements** - Contractor shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

Contractor shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than $1,000,000 per accident for bodily injury or disease.

Contractor shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect Contractor, City, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by Contractor, by City, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: $1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from Contractor's or City's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed $5000 without prior written approval of City.
- Notice of cancellation to City's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- City must be added as additional insured with respect to the services being performed under the contract.
- The coverage shall be primary insurance so that no other insurance effected by City will be called upon to contribute to a loss under this coverage.

V. INSTRUCTIONS FOR COMPLETION OF PROPOSER RESPONSE PAGES

A. **Entries on Proposal Pricing Pages** - All entries shall be printed in ink or shall be typewritten.

B. **Corrections** - Corrections shall be initialed in ink by the person signing the proposal.

C. **Proposal Pricing** – Proposal pricing shall be complete, including all costs for labor, supervision, methods or processes, implements, tools, machinery, equipment, transportation and materials as required to complete the work in accordance with specifications.

D. **Additional Information** - All requested information must be provided. If necessary, proposer may attach additional sheets clearly cross referenced to the applicable item number. However, unnecessarily lengthy responses are discouraged.

E. **Addenda** - Proposer shall indicate the number and date of all addenda received by proposer.

F. **Signature** - Proposal shall be signed by an authorized representative of proposer.

G. **Attachments** - Proposer shall submit the following attachments with the Proposer Response Pages:

1. Statement of Qualifications (SOQ) – Proposer shall submit a statement of qualifications document as part of its proposal. This document, which should have a one-page cover letter plus a maximum length of ten (10) pages, shall address the proposer qualification section of proposal specifications (Section IIIF.), and should include copies of licenses and certificates, copies of QA/QC manual, DHS reporting forms, CDHS audit results and responses and any other proposer qualification documentation as specified. See Attachment C for complete requirements.

EXHIBIT "B"

PROPOSER RESPONSE PAGES
FOR
ANALYTICAL LABORATORY TESTING SERVICES

The undersigned proposer hereby offers to perform the required services for the following price(s) in strict compliance with the specifications, terms and conditions set forth in this Request for Proposals

The proposal pricing section is divided into three (3) sections: Safe Drinking Water (SDWA) testing, NPDES Wastewater testing and RCRA Hazardous Waste testing. **Proposers may quote on all or any combination of these testing services.**

A. Safe Drinking Water Act (SDWA) Testing:

PRICING

Item
No. Description

Ite m No.	Description	Test Method	Routine 21 Calendar Days	Rush 5 Work Days	Subcontractor
1.	METALS–TOTAL				
a.	Antimony	200.8 204.2	$ 23.75 /sample	$ 35.62 /sample	
b.	Arsenic	200.8 206.2, 206.3	$ 23.75 /sample	$ 35.62 /sample	
c.	Barium	200.8 208.2	$ 23.75 /sample	$ 35.62 /sample	
d.	Beryllium	200.8 210.2	$ 23.75 /sample	$ 35.62 /sample	
e.	Boron	200.7 212.3	$ 21.85 /sample	$ 32.78 /sample	
f.	Cadmium	200.8 213.2	$ 23.75 /sample	$ 35.62 /sample	
g.	Chromium 6	SM 3500D	$ 60.00 /sample	$ 120 /sample	MWH
h.	Chromium	200.8 218.2	$ 23.75 /sample	$ 35.62 /sample	
i.	Cobalt	200.8 219.2	$ 23.75 /sample	$ 35.62 /sample	
j.	Copper	200.8 220.2	$ 23.75 /sample	$ 35.62 /sample	
k.	Iron	200.8 236.2	$ 23.75 /sample	$ 35.62 /sample	
l.	Lead	200.8 239.2	$ 23.75 /sample	$ 35.62 /sample	
m.	Manganese	200.8 243.2	$ 23.75 /sample	$ 35.62 /sample	
n.	Magnesium	200.7 242.1	$ 21.85 /sample	$ 32.78 /sample	
o.	Mercury	245.2 245.1	$ 73.75 /sample	$ 110.62 /sample	
p.	Molybdenum	200.8 246.2	$ 23.75 /sample	$ 35.62 /sample	
q.	Nickel	200.8 249.2	$ 23.75 /sample	$ 35.62 /sample	
r.	Selenium	200.8 270.2, 270.3	$ 23.75 /sample	$ 35.62 /sample	
s.	Silver	200.8 272.2	$ 23.75 /sample	$ 35.62 /sample	
t.	Tallium	200.8 279.2	$ 23.75 /sample	$ 35.62 /sample	
u.	Zinc	200.8 289.1, 289.2	$ 23.75 /sample	$ ~~35.78~~ /sample	
v.	Calcium	200.7 215.1, 215.2	$ 21.85 /sample	$ 32.78 /sample	
w.	Potassium	200.7 258.1	$ 21.85 /sample	$ 32.78 /sample	
x.	Sodium	200.7 273.1, 273.2	$ 21.85 /sample	$ 32.78 /sample	

Item No.	Description	Test Method	Routine 21 Calendar Days	Rush 5 Work Days	Subcontractor
2.	**ORGANICS**				
a.	EDB and DBCP	504	$ 150 /sample	$ /sample	MWH
b.	Organohalide Pesticides	505	$ 225 /sample	$ /sample	MWH
c.	Organonitrogen Pesticides	507	$ 180 /sample	$ 270 /sample	
d.	Organophosphorus Pesticides	507	$ 180 /sample	$ 270 /sample	
e.	Chlorinated Pesticides	508	$ 225 /sample	$ /sample	MWH
f.	Chlorinated Herbicides	515.1	$ 255 /sample	$ /sample	MWH
g.	Volatile Organics	524.2	$ 261.25 /sample	$ 391.88 /sample	
h.	Semi-Volatile Organics	525.2	$ 425 /sample	$ /sample	MWH
i.	Carbamates	531.1	$ 175 /sample	$ /sample	MWH
j.	Glyphosate	547	$ 175 /sample	$ /sample	MWH
k.	Endothall	548	$ 185 /sample	$ /sample	MWH
l.	Diquat	549.1	$ 185 /sample	$ /sample	MWH
m.	TCDD	1613	$ 1610 /sample	$ /sample	ALTA
3.	**MICROBIOLOGY**				
a.	Coliforms (T)	SM 9221	$ 40 /sample	$ 60 /sample	
b.	Plate Count	SM 9215B	$ 35 /sample	$ 52.50 /sample	
c.	Coliforms (F)	SM 9221E	$ 40 /sample	$ 60 /sample	
d.	Water Suitability	SM 9020B	$ 300 /sample	$ /sample	BSK
e.	Inhibitory Residue	SM 9020B	$ 300 /sample	$ /sample	BSK
4.	**GEN. PHYSICAL& MINERAL**				
a.	Total Alkalinity	310.1	$ 26.60 /sample	$ 39.90 /sample	
b.	Hydroxide	SM 2320B	$ incl. /sample	$ /sample	
c.	Carbonate	SM 2320B	$ incl. /sample	$ /sample	
d.	Bicarbonate	310.1	$ incl /sample	$ /sample	
e.	Bromide	320.1	$ 20.20 /sample	$ 30.30 /sample	
f.	Chloride	325.3, 300	$ 20.20 /sample	$ 30.30 /sample	
g.	Fluoride	340.2	$ 20.20 /sample	$ 30.30 /sample	
h.	Hardness (T)	130.2	$ 24.60 /sample	$ 36.90 /sample	
i.	Hardness (Ca)	216.2	$ 24.60 /sample	$ 36.90 /sample	
j.	Nitrogen-Ammonia	350.3	$ 24.75 /sample	$ 36.90 /sample	
k.	Nitrogen-Nitrite	354.1, 300	$ 24.75 /sample	$ 36.90 /sample	

Item No.	Description	Test Method	Routine 21 Calendar Days	Rush 5 Work Days	Subcontractor
l.	Nitrogen-Nitrate	352.1, 300	$ 24.75 /sample	$ 37.12 /sample	
m.	Ortho-Phosphate	365.1, 300	$ 28.50 /sample	$ 42.75 /sample	
n.	Sulfate	375.2, 300	$ 20.20 /sample	$ 30.30 /sample	
o.	TDS	160.3	$ 24.75 /sample	$ 37.12 /sample	
p.	TSS	160.2	$ 24.75 /sample	$ 37.12 /sample	
q.	PH	150.1, 150.2	$ 15.00 /sample	$ 22.50 /sample	
r.	Conductivity	120.1	$ 16.52 /sample	$ 24.78 /sample	
s.	Turbidity	180.1	$ 16.52 /sample	$ 24.78 /sample	
t.	Corrosivity	SM 2330B	$ 75.00 /sample	$ 112.50 /sample	
u.	Apparent Color	SM 2120B,C	$ 42.75 /sample	$ 64.12 /sample	
v.	Odor Threshold	SM 2150B	$ 42.75 /sample	$ 64.12 /sample	
w.	MBAS	425.1	80.75	121.12	
5.	**ICR GROUP**				
a.	HAAs	552.1, 552.2	$ 275 /sample	$ /sample	MWH
b.	THMs	524 505.2	$ 123.50 /sample	$ 185.25 /sample	
c.	Alkalinity	310.1	$ 26.60 /sample	$ 39.90 /sample	
d.	Calcium	200.7 215.2	$ 21.85 /sample	$ 32.78 /sample	
e.	Hardness, T	130.2	$ 24.60 /sample	$ 36.90 /sample	
f.	TOC	415	$ 60.00 /sample	$ /sample	MWH
g.	Ammonia	350	$ 24.75 /sample	$ 37.12 /sample	
h.	Bromide	320.1	$ 20.20 /sample	$ 30.30 /sample	
i.	Bromate	300	$ 100. /sample	$ /sample	MWH
j.	Chlorate	300	$ 100. /sample	$ /sample	MWH
k.	Chlorite	300	$ 100. /sample	$ /sample	MWH
6.	**RADIOACTIVITY**				
a.	Gross Alpha	900	$ 95 /sample	$ /sample	Davis
b.	Gross Beta	900	$ 95 /sample	$ /sample	Davis
c.	Radium 226, 228 (1)	903.1, 903.0, 904	$ 195 /sample	$ /sample	Davis
d.	Radon	903.1, 913.0	$ 95 /sample	$ /sample	Davis
7.	**OTHER**				
a.	Asbestos	100.1, 100.2	$ 250 /sample	$ /sample	EMSL
b.	Cyanide	335.1, 335.2	$ 65. /sample	$ 97.50 /sample	
c.	Perchlorate	300	100.	150	

B. NPDES – Wastewater Testing

Item No.	Description	Test Method	Routine 21 Calendar Days	Rush 5 Work Days	Subcontractor
1.	**METALS-TOTAL**				
a.	Antimony	200.8 204.2	$ 23.75 /sample	$ 35.62 /sample	
b.	Arsenic	200.8 206.2, 206.3	$ 23.75 /sample	$ 35.62 /sample	
c.	Barium	200.8 208.2	$ 23.75 /sample	$ 35.62 /sample	
d.	Beryllium	200.8 210.2	$ 23.75 /sample	$ 35.62 /sample	
e.	Boron	200.7 212.3	$ 21.85 /sample	$ 32.78 /sample	
f.	Cadmium	200.8 213.2	$ 23.75 /sample	$ 35.62 /sample	
g.	Chromium 6	SM3500D	$ 60.00 /sample	$ 90.00 /sample	
h.	Chromium	200.8 218.2	$ 23.75 /sample	$ 35.62 /sample	
j.	Copper	200.8 220.2	$ 23.75 /sample	$ 35.62 /sample	
i.	Cobalt	200.8 219.2	$ 23.75 /sample	$ 35.62 /sample	
k.	Lead	200.8 239.2	$ 23.75 /sample	$ 35.62 /sample	
l.	Manganese	200.8 243.2	$ 23.75 /sample	$ 35.62 /sample	
m.	Magnesium	200.7 242.1	$ 21.85 /sample	$ 32.78 /sample	
n1.	Mercury	245.2 245.1	$ 73.75 /sample	$ 110.62 /sample	
n.2	Mercury (Alternative)	1631	$ 82.00 /sample	$ 123. /sample	
o.	Molybdenum	200.8 246.2	$ 23.75 /sample	$ 35.62 /sample	
p.	Nickel	200.8 249.2	$ 23.75 /sample	$ 35.62 /sample	
q.	Selenium	200.8 270.2, 270.3	$ 23.75 /sample	$ 35.62 /sample	
r.	Silver	200.8 272.2	$ 23.75 /sample	$ 35.62 /sample	
s.	Thallium	200.8 283.2	$ 23.75 /sample	$ 35.62 /sample	
t.	Zinc	200.8 289.1, 289.2	$ 23.75 /sample	$ 35.62 /sample	
u.	Calcium	200.7 215.1, 215.2	$ 21.85 /sample	$ 32.78 /sample	
v.	Potassium	200.7 258.1	$ 21.85 /sample	$ 32.78 /sample	
w.	Sodium	200.7 273.1, 273.2	$ 21.85 /sample	$ 32.78 /sample	
x.	Tributyl tin	GC/FPD	$ 300. /sample	$ /sample	STL
2.	**ORGANICS**				
a.	Purgeable Halocarbons	601	$ 128.50 /sample	$ 192.75 /sample	
b.	Purgeable Aromatics	602	$ 120.00 /sample	$ 180. /sample	
c.	Phenols	625 604	$ 160.65 /sample	$ 240.97 /sample	
d1.	Organochlorine Pesticides & PCBs	608	$ 197.37 /sample	$ 296.05 /sample	
d2.	Organochlorine Pesticides & PCBs	680 (ML Reporting Limits)	$ 214.20 /sample	$ 321.30 /sample	
e1.	Polynuclear Aromatic Hydrocarbons	610	$ 173.40 /sample	$ 260.10 /sample	

Item No.	Description	Test Method	Routine 21 Calendar Days	Rush 5 Work Days	Subcontractor
e2.	Polynuclear Aromatic Hydrocarbons	610 (ML Reporting Limits)	$ 244.80 /sample	$ 367.20 /sample	
f1.	Organophosphorus Pesticides	614	$ 156.00 /sample	$ 234 /sample	
f2.	Organophosphorus Pesticides	614 (ML Reporting Limits)	$ 160. /sample	$ 240 /sample	
g1.	Volatile Organics	624	$ 230 /sample	$ 345 /sample	
g2.	Volatile Organics	624 (ML Reporting Limits)	$ 285 /sample	$ 427.50 /sample	
h1.	Semi-Volatile Organics	625	$ 408 /sample	$ 612 /sample	
h2.	Semi-Volatile Organics	625 (ML Reporting Limits)	$ 475 /sample	$ 712.50 /sample	
i.	Dioxin	1613	$ 1610 /sample	$ /sample	ALTA
j.	Semi-Volatile Organics	8270	$ 410 /sample	$ 615 /sample	
k.	Halogenated Volatile Organics	8010	140	210	
l.	Aromatic Volatile Organics	8020	$ 125 /sample	$ 187.50 /sample	
3.	**ANIONS**				
a.	Alkalinity	310.1	$ 26.60 /sample	$ 39.90 /sample	
b.	Bicarbonate	310.1	$ incl. /sample	$ /sample	
c.	Bromide	320.1	$ 20.20 /sample	$ 30.30 /sample	
d.	Chloride	325.3, 300	$ 20.20 /sample	$ 30.30 /sample	
e.	Cyanide (T)	335.3	$ 65.00 /sample	$ 97.50 /sample	
f.	Cyanide (A)	335.1	$ 65.00 /sample	$ 97.50 /sample	
g.	Fluoride	340.2	$ 20.20 /sample	$ 30.30 /sample	
h.	Hardness (T)	130.2	$ 24.60 /sample	$ 36.90 /sample	
i.	Hardness (Ca)	216.2	$ 24.60 /sample	$ 36.90 /sample	
j.	Nitrogen-Ammonia	350.3	$ 24.75 /sample	$ 37.12 /sample	
k.	Nitrogen-Nitrite	354.1, 300	$ 24.75 /sample	$ 37.12 /sample	
l.	Nitrogen-Nitrate	252.1, 376.2	$ 24.75 /sample	$ 37.12 /sample	
m.	Nitrogen-TKN	351.3	$ 44.00 /sample	$ 66 /sample	
n.	Nitrogen-Organic	351.3	$ 71.50 /sample	$ 107.25 /sample	
o.	Phosphorus	365.2	$ 38.50 /sample	$ 57.75 /sample	
p.	Phosphorus (D)	365.2	$ 76.00 /sample	$ 114 /sample	
q.	Ortho-Phosphorus	365.1, 300	$ 28.50 /sample	$ 42.75 /sample	
r.	Sulfate	375.2, 300	$ 20.20 /sample	$ 30.30 /sample	
s.	Sulfide (T)	376.1, 376.2	$ 41.00 /sample	$ 61.50 /sample	
t.	Sulfide (D)	376.1, 376.2	$ 41.00 /sample	$ 61.50 /sample	

Item No.	Description	Test Method	Routine 21 Calendar Days	Rush 5 Work Days	Subcontractor
4.	MICROBIOLOGY				
a.	Coliforms (T)	SM 9221	$ 40 /sample	$ 60 /sample	
b.	Coliforms (F)	SM 9221E	$ 40 /sample	$ 60 /sample	
5.	OTHER				
a.	TDS	160.3	$ 24.75 /sample	$ 37.12 /sample	
b.	TSS	160.2	$ 24.75 /sample	$ 37.12 /sample	
c.	% Solids				
d.	TOC	415.1	$ 50 /sample	$ 75 /sample	
e.	pH	150.1, 150.2	$ 15. /sample	$ 22.5 /sample	
f.	Conductivity	120	$ 16 52 /sample	$ 24.78 /sample	
g.	Turbidity	180.1	$ 16.52 /sample	$ 24.78 /sample	
h.	Corrosivity	SM 2330B	$ 75. /sample	$ 112.50 /sample	
i.	Flash Point	1010	$ 58 /sample	$ 87 /sample	
j.	Oil & Grease	413, 1664	$ 64 /sample	$ 96 /sample	
k.	TPH	1664 418	$ 125 /sample	$ 187.50 /sample	
l.	BOD	405.1	$ 40 /sample	$ 60 /sample	
m.	COD	410	$ 25 /sample	$ 37.50 /sample	
n.	Phenols	420	$ 55 /sample	$ 37.50 /sample	

C. RCRA – HAZARDOUS WASTE

Item No.	Description	Test Method	Routine 21 Calendar Days	Rush 5 Work Days	Subcontractor
1.	METALS-TOTAL				
a.	Antimony	6010	$ 21.85 /sample	$ 32.78 /sample	
b.	Arsenic	6010	$ 21.85 /sample	$ 32.78 /sample	
c.	Barium	6010	$ 21.85 /sample	$ 32.78 /sample	
d.	Beryllium	6010	$ 21.85 /sample	$ 32.78 /sample	
e.	Boron	6010	$ 21.85 /sample	$ 32.78 /sample	
f.	Cadmium	6010	$ 21.85 /sample	$ 32.78 /sample	
g.	Chromium	6010	$ 21.85 /sample	$ 32.78 /sample	
h.	Chromium 6	7196A	$ 60.00 /sample	$ 90.00 /sample	
i.	Cobalt	6010	$ 21.85 /sample	$ 32.78 /sample	
j.	Copper	6010	$ 21.85 /sample	$ 32.78 /sample	
k.	Lead	6010	$ 21.85 /sample	$ 32.78 /sample	
l.	Mercury	7470A, 7471A	$ 73 75 /sample	$ 110.62 /sample	
m.	Molybdenum	6010	$ 21.85 /sample	$ 32.78 /sample	
n.	Nickel	6010	$ 21.85 /sample	$ 32.78 /sample	
o.	Selenium	6010	$ 21.85 /sample	$ 32.78 /sample	

Item No.	Description	Test Method	Routine 21 Calendar Days	Rush 5 Work Days	Subcontractor
p.	Silver	6010	$ 21.85 /sample	$ 32.78 /sample	
q.	Thallium	6010	$ 21.85 /sample	$ 32.78 /sample	
r.	Zinc	6010	$ 21.85 /sample	$ 32.78 /sample	
2.	**ORGANICS**				
a.	Halogenated Volatile Organics	8010	$ 140 /sample	$ 210 /sample	
b.	Aromatic Volatile Organics	8020	$ 125 /sample	$ 187.50 /sample	
c.	Phenols	8040	$ 160 /sample	$ 240 /sample	
d.	Polychlorinated Biphenyls	8080	$ 112 /sample	$ 168 /sample	
e.	Polychlorinated Hydrocarbons	8120	$ NB /sample	$ 2 /sample	
f.	Organophosphorus Pesticides	8140	$ 156 /sample	$ 234 /sample	
g.	Chlorinated Herbicides	8150	$ 330 /sample	$ 495 /sample	
h.	Polynuclear Aromatic Hydrocarbons	8100/8310	$ 155 /sample	$ 232 /sample	
i.	~~Volatile Organics~~	8240	$ 240 /sample	$ 360 /sample	
j.	Volatile Organics	8250	$ ~~405~~ NB /sample	$ /sample	
k.	Semi-volatiles Organics	8270	$ 408 /sample	$ 612 /sample	
l.	TPH	8015 ~~418~~	$ 125 /sample	$ 187.50 /sample	
3.	**TCLP**				
a.	Metals & Semi-Volatiles	1311	$ 100 /sample	$ 150 /sample	
b.	Pesticides & Volatiles	1311	$ 100 /sample	$ 150 /sample	
4.	**TTLC**				
a.	Metals	CA Title 22/6000, 7000	$ 235 /sample	$ 352.50 /sample	

Item No.	Description	Test Method	Routine 21 Calendar Days	Rush 5 Work Days	Subcontractor
5.	STLC				
a.	Metals	CA Title 22/6000, 7000	$ 235 /sample	$ 35250 /sample	
6.	WET				
a.	Waste Extraction Test	CA Title 22/CAM 17	$ 100 /sample	$ 150 /sample	

ADDITIONAL INFORMATION

1. Company Name Vitisystems Inc. dba Caltest Analytical Laboratory

2. Headquarters Address 1885 N. Kelly Rd. Napa, CA 94558

3. Local address from which service will be provided under this contract
Same

Local Telephone Number (707) 258-4000 Local Fax Number (707) 226-1001

Tax ID Number 942836677 E-Mail Address bsvobeda@caltestlabs.com

Number of Years Providing the Specified Service from Local Address 17 yrs

4. Business Organization (check one):
X Corporation ____ Partnership ____ Individual Proprietorship

___ Other (explain) _____

If incorporated, provide the following information:

Date of incorporation 1982 State of incorporation CA

Names and Titles of All Officers and Directors Peter Halpin, president
Todd Albertson, vice-president

If an individual or partnership, provide the following information:

Formation date of Company _____

Name and address of all partners, indicating whether they are general or limited partners:

5. Availability of lab staff for after-hour emergency analysis; method of contacting lab staff.
Limited availability Todd Albertson (707) 333-1615 Peter Halpin (707) 333-1614

6. Payment terms for invoices: Net 30

7, Not-to-exceed percent (%) price increases for Year Two, Year Three and Year Four of contract.

Year Two 2 % increase

Year Three 2 % increase

Year Four 2 % increase

8. Upcharge/surcharge for weekend (Sat-Sun) work dependent upon type of work

9. Indicate whether proposer has ever failed to complete any contract awarded to it. If so, note when, where and why. Attach additional sheets, if necessary. No.

10. Indicate whether proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.
Never

11. Indicate exceptions to bid specifications, if any. Attach additional sheets, if necessary.

ADDENDA

Proposer acknowledges receipt of the following Addenda:

Number 1 Date 12/1/05

Number _____ Date _____

Number _____ Date _____

SIGNATURE

Caltest Analytical Laboratory
Company Name

1885 N. Kelly Rd
Address

Napa, CA 94558

William Svoboda
Signature

Manager
Title

William Svoboda
Name (printed or typed)

12/5/05
Date

(707) 258-4000
Telephone

bsvoboda@caltestlabs.com
E-Mail Address

(707) 226-1001
Fax Number

942836677
Tax ID Number

EXHIBIT "C"
INSURANCE REQUIREMENTS

CONTRACTOR shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONTRACTOR shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than $1,000,000 per accident for bodily injury or disease.

CONTRACTOR shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONTRACTOR, CITY, its officials, officers, directors, employees and agents from claims to the extent caused by the professional services performed under the contract, whether such services are performed by CONTRACTOR or employees, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: $1,000,000.

The Commercial General Liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONTRACTOR's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed $5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy shall include contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY must be named as additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.